

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-1289-5765		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW67-02-B-0005	
7. FOR SOLICITATION INFORMATION CALL		a. NAME TERESA M FULLERTON-THORMAR				b. TELEPHONE NUMBER (No Collect Calls) 206-764-3653	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755 TEL: 206-764-3772 FAX: 206-764-6817		CODE DACW67		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 0782 SIZE STANDARD: \$5.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13 b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17 a. CONTRACTOR/ CODE OFFEROR		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY SEE ITEM 9			
TEL.							
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21 QUANTITY		22. UNIT
		SEE SCHEDULE					23. UNIT PRICE
							24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

SECTION SF 1449 CONTINUATION SHEET

SECTION B**SERVICES AND PRICES/COSTS**

FURNISH ALL LABOR, EQUIPMENT AND MATERIAL FOR GROUNDS MAINTENANCE SERVICES AT CHIEF JOSEPH DAM, BRIDGEPORT, WASHINGTON IN STRICT ACCORDANCE WITH THE STATEMENT OF WORK, TITLED CHIEF JOSEPH DAM GROUNDS MAINTENANCE, DATED 12 FEBRUARY 2002 AND DRAWINGS

BASE YEAR**(15 MARCH THRU 31 DECEMBER 2002)**

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>NOT TO EXCEED AMOUNT</u>
0001		16.00	Each	_____	_____
	Left Terrace Irrigation for the period of 15 March thru 31 December 2002				
0002		18.00	Each	_____	_____
	Right Terrace Irrigation for the Period of 15 March thru 31 December 2002				
0003		50.00	Can	_____	_____
	Additional Emptying of Trash Containers in Areas as Directed for the Period of 15 March thru 31 December 2002				
0004		300.00	Each	_____	_____
	General Service Hours as Directed for the Period of 15 March thru 31 December 2002				
0005		3.00	Each	_____	_____
	Lawn Fertilization in Area 2, 5, 8-12 & 14 for the Period of 1 April thru 30 September 2002				

0006	1.00	Each	_____	_____
Lawn Fertilization in Areas 1, 2, 5, 8-10, 12 & 14 for the Period of 15 thru 20 March 2002				
0007	40.00	Each	_____	_____
Pruning Hours as Directed for the Period 15 March thru 31 December 2002				
0008	8.00	Each	_____	_____
Dead Vegetation Removal in Area 17 for the Period of 15 March thru 31 December 2002 .				
0009	7.00	Each	_____	_____
Hand Pull Weeding in Areas 1, 2, 5, 7 & 9-14 for the Period of 15 March thru 30 September 2002				
0010	4.00	Each	_____	_____
Non-Developed Vegetation Maintenance in Areas 1, 2, 4-14 & 16 for the Period of 15 March thru 30 September 2002				
0011	30.00	Each	_____	_____
Developed Lawn Maintenance in Areas 2, 5, 8-12 & 14 for the Period of 15 March thru 31 October 2002				
0012	29.00	Each	_____	_____
Facility Cleaning in Areas 2, 6-10, 13 & 14 for the period of 15 March thru 31 October 2002				
0013	13.00	Each	_____	_____
Facility Cleaning in Area 11 for the Period of 1 July thru 30 September 2002				

0014	52.00	Each	_____	_____
	Facility Cleaning in Areas 4 & 5 for the Period of 15 March thru 31 December 2002			
0015	90.00	Each	_____	_____
	Refuse and Litter Pickup in Areas 4-9, 13 & 14 for the Period of 15 March thru 31 October 2002			
0016	14.00	Each	_____	_____
	Refuse and Litter Pickup in Area 15 for the Period of 15 March thru 31 October 2002			
0017	41.00	Each	_____	_____
	Refuse and Litter Pickup in Areas 11 & 12 for the Period of 15 March thru 31 December 2002			
0018	35.00	Each	_____	_____
	Litter Pickup in Area 3 for the Period of 15 March thru 31 December 2002			
0019	4.00	Each	_____	_____
	Litter Pickup in Areas 4, 6, 9, 12 & 14 for the period of 1 November thru 31 December 2002			
0020	14.00	Each	_____	_____
	Refuse Pickup in Areas 6 & 9 for the period of 1 November thru 31 December 2002			
0021	28.00	Each	_____	_____
	Refuse Pickup in Areas 4, 5 & 14 for the period of 1 November thru 31 December 2002			

0022	3.00	Each	_____	_____
------	------	------	-------	-------

Sign Cleaning and Maintenance for
the Period of 15 March thru 31 December 2002

BASE TOTAL	_____
------------	-------

**FIRST OPTION YEAR
(1 JANUARY THRU 31 DECEMBER 2003)**

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1001	Left Terrace Irrigation for the period of 15 March thru 31October 2003	16.00	Each	_____	_____
1002	Right Terrace Irrigaton for the Period of 15 March thru 31 October 2003	18.00	Each	_____	_____
1003	Additional Emptying of Trash Containers in Areas as Directed for the Period of 1 January thru 31 December 2003	50.00	Can	_____	_____
1004	General Service Hours as Directed for the Period of 1 January thru 31 December 2003	300.00	Each	_____	_____
1005	Lawn Fertilization in Areas 2, 5, 8-12 & 14 for the Period of 1 April thru 30 September 2003	3.00	Each	_____	_____
1006	Tree & Shrub Fertilization in Areas 1, 2, 5, 8-10, 12 & 14 for the period of 1thru 20 March 2003	1.00	Each	_____	_____
1007	Pruning Hours as Directed for the Period of 1 January through 31 December 2003	40.00	Each	_____	_____
1008	Dead Vegetation Removal in Area 17 for the Period of 1January thru	8.00	Each	_____	_____

31 December 2003

1009	7.00	Each	_____	_____
Hand Pull Weeding in Areas 1, 2, 5, 7 & 9-14 for the Period of 15 March thru 30 September 2003				
1010	4.00	Each	_____	_____
Non-Developed Vegetation Maintenance in Areas 1, 2, 4-14 & 16 for the Period of 15 March through 31 October 2003				
1011	30.00	Each	_____	_____
Developed Lawn Maintenance in Areas 2, 5, 8-12 & 14 for the Period of 15 March through 31 October 2003.				
1012	29.00	Each	_____	_____
Facility Cleaning in Areas 2, 6-10, 13 & 14 for the Period of 15 March thru 31 October 2003				
1013	13.00	Each	_____	_____
Facility Cleaning in area 11 for the Period FFP - of 1 July thru 30 September 2003				
1014	52.00	Each	_____	_____
Facility Cleaning in Areas 4 & 5 for the Period of 1 January thru 31 December 2003				
1015	90.00	Each	_____	_____
Refuse and Litter Pickup in Areas 4-9, 13 & 14 for the Period of 15 March thru 31 October 2003				
1016	14.00	Each	_____	_____
Refuse and Litter Pickup in Area 15 for the Period of 15 March thru 31 October 2003				

1017	41.00	Each	_____	_____
Refuse and Litter Pickup in Areas 11 & 12 for the Period of 1 January thru 31 December 2003				
1018	35.00	Each	_____	_____
Litter Pickup in Area 3 for the Period of 1 January thru 31 December 2003				
1019	4.00	Each	_____	_____
Litter Pickup in Area 3 for the Period of 1 January thru 31 December 2003				
1020	14.00	Each	_____	_____
Refuse Pickup in Areas 6 & 9 for the Period of 1 January thru 14 March 2003 and 1 November thru 31 December 2003				
1021	27.00	Each	_____	_____
Refuse Pickup in Areas 4, 5 & 14 for the Period of 1 January thru 14 march 2003 and 1 November thru 31 December 2003				
1022	3.00	Each	_____	_____
Sign Cleaning and Maintenance for the Period of 1 January thru 31 December 2003				

FIRST OPTION TOTAL _____

SECOND OPTION YEAR
(1 JANUARY THRU 31 DECEMBER 2004)

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>NOT TO EXCEED AMOUNT</u>
2001		16.00	Each	_____	_____
	Left Terrace Irrigation for the Period of 15 March thru 31 October 2004				
2002		18.00	Each	_____	_____
	Right Terrace Irrigation for the Period of 15 March thru 31 October 2004				
2003		50.00	Each	_____	_____
	Additional Emptying of Trash Containers in Areas as Directed for the Period of 1 January thru 31 December 2004				
2004		300.00	Each	_____	_____
	General Service Hours as Directed for the Period of 1 January thru 31 December 2004				
2005		3.00	Each	_____	_____
	Lawn Fertilization in Areas 2, 5, 8-12 & 14 for the Period of 1 April thru 30 September 2004				
2006		1.00	Each	_____	_____
	Tree & Shrub Fertilization in Areas 1, 2, 5, 8-10, 12 & 14 for the Period of 1 thru 20 March 2004				
2007		40.00	Each	_____	_____
	Pruning Hours as Directed for the Period of 1 January thru 31 December 2004.				
2008		8.00	Each	_____	_____
	Dead Vegetation Removal in Area 17 for				

the Period of 1 January thru 31 December 2004

2009	7.00	Each	_____	_____
Hand Pull Weeding in Areas 1, 2, 5, 7 & 9-14 for the Period of 15 March thru 30 September 2004				
2010	4.00	Each	_____	_____
Non-Developed Vegetation Maintenance in Areas 1, 2, 4-14 & 16 for the Period of 15 March thru 31 October 2004				
2011	30.00	Each	_____	_____
Developed Lawn Maintenance in Areas 2, 5, 8-12 & 14 for the Period of 15 March thru 31 October 2004				
2012	29.00	Each	_____	_____
Facility Cleaning in Areas 2, 6-10, 13 & 14 for the Period of 15 March thru 31 October 2004.				
2013	13.00	Each	_____	_____
Facility Cleaning in Area 11 for the Period of 1 July thru 30 September 2004				
2014	52.00	Each	_____	_____
Facility Cleaning in Areas 4 & 5 for the FFP - Period of 1 January thru 31 December 2004				
2015	90.00	Each	_____	_____
Refuse and Litter Pickup in Areas 4-9, 13 & 14 for the Period of 15 March thru 31 October 2004				
2016	14.00	Each	_____	_____
Refuse and Litter Pickup in Area 15 for the Period of 15 March thru				

31 October 2004

2017	41.00	Each	_____	_____
Refuse and Litter Pickup in Areas 11 & 12 for the Period of 1 January thru 31 December 2004				
2018	35.00	Each	_____	_____
Litter Pickup in Area 3 for the Period of 1 January thru 31 October 2004				
2019	4.00	Each	_____	_____
Litter Pickup in Areas 4-6, 9, 12 & 14 for the Period of 1 January thru 14 March 2004 and 1 November through 31 December 2004				
2020	14.00	Each	_____	_____
Refuse Pickup in Areas 6 & 9 for the Period of 1 January thru 14 March 2004 and 1 November thru 31 December 2004				
2021	27.00	Each	_____	_____
Refuse Pickup in Areas 4, 5 & 14 for the Period of 1 January thru 14 March 2004 and 1 November thru 31 December 2004				
2022	3.00	Each	_____	_____
Sign Cleaning and Maintenance for the Period of 1 January thru 31 December 2004				
SECOND OPTION TOTAL				_____

THIRD OPTION YEAR
(1 JANUARY THRU 31 DECEMBER 2005)

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>NOT TO EXCEED AMOUNT</u>
3001	Left Terrace Irrigation for the Period of 15 March thru 31 October 2005	16.00	Each	_____	_____
3002	Right Terrace Irrigation for the Period of 15 March thru 31 October 2005	18.00	Each	_____	_____
3003	Additional Emptying of Trash Containers in Areas as Directed for the Period of 1 January thru 31 December 2005	50.00	Can	_____	_____
3004	General Service Hours as Directed for the Period of 1 January thru 31 December 2005	300.00	Each	_____	_____
3005	Lawn Fertilization in Areas 2, 5, 8-12 & 14 for the Period of 1 April thru 30 September 2005	3.00	Each	_____	_____
3006	Tree & Shrub Fertilization in Areas 1, 2, 5, 8-10, 12 & 14 for the Period of 1 thru 20 March 2005	1.00	Each	_____	_____
3007	Pruning Hours as Directed for the Period of 1 January thru 31 December 2005	40.00	Each	_____	_____
3008	Dead Vegetation Removal in Area 17	8.00	Each	_____	_____

for the Period of 1 January thru 31 December 2005

3009	7.00	Each	_____	_____
Hand Pull Weeding in Areas 1, 2, 5, 7 & 9-14 for the Period of 15 March thru 30 September 2005				
3010	4.00	Each	_____	_____
Non-Developed Vegetation Maintenance in Areas 1, 2, 4-14 & 16 for the Period of 15 March thru 31 October 2005				
3011	30.00	Each	_____	_____
Developed Lawn Maintenance in Areas 2, 5, 8-12 & 14 for the Period of 15 March thru 31 October 2005				
3012	29.00	Each	_____	_____
Facility Cleaning in Areas 2, 6-10, 13 & 14 for the Period of 15 March thru 31 October 2005				
3013	4.00	Each	_____	_____
Facility Cleaning in Area 11 for the Period 1 July thru 30 September 2005				
3014	52.00	Each	_____	_____
Facility Cleaning in Areas 4 & 5 for the Period of 1 January thru 31 December 2005				
3015	90.00	Each	_____	_____
Refuse and Litter Pickup in Areas 4-9, 13 & 14 for the Period of 15 March thru 31 October 2005				
3016	14.00	Each	_____	_____
Refuse and Litter Pickup in Area 15 for the Period of 15 March thru 31 October 2005				

3017	41.00	Each	_____	_____
Refuse and Litter Pickup in Areas 11 & 12 for the Period of 1 January thru 31 December 2005				
3018	35.00	Each	_____	_____
Litter Pickup in Area 3 for the Period of 1 January through 31 December 2005				
3019	4.00	Each	_____	_____
Litter Pickup in Areas 4-6, 9, 12 & 14 for the Period of 1 January thru 14 March 2005 and for 1 November thru 31 December 2005				
3020	14.00	Each	_____	_____
Refuse Pickup in Areas 6 & 9 for the Period of 1 January thru 14 March 2005 and 1 November thru 31 December 2005				
3021	27.00	Each	_____	_____
Refuse Pickup in Areas 4, 5 & 14 for the Period of 1 January thru 14 March 2005 and 1 November thru 31 December 2005				
3022	3.00	Each	_____	_____
Sign Cleaning and Maintenance for the Period of 1 January thru 31 December 2005.				

THIRD OPTION TOTAL _____

**FOURTH OPTION YEAR
(1 JANUARY THRU 31 DECEMBER 2006)**

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
4001	Left Terrace Irrigation for the Period of 15 March thru 31 October 2006	16.00	Each	_____	_____
4002	Right Terrace Irrigation for the Period of 15 March thru 31 October 2006	18.00	Each	_____	_____
4003	Additional Emptying of Trash Containers in Areas as Directed for the Period of 1 January thru 31 December 2006.	50.00	Can	_____	_____
4004	General Service Hours as Directed For the Period of 1 January thru 31 December 2006	300.00	Each	_____	_____
4005	Lawn Fertilization in Areas 2, 5, 8-12 & 14 for the Period of 1 April thru 30 September 2006	3.00	Each	_____	_____
4006	Tree & Shrub Fertilization in Areas 1, 2, 5, 8-10, 12 & 14 for the Period of 1 thru 20 March 2006.	1.00	Each	_____	_____
4007	Pruning Hours as Directed for the Period of 1 January thru 31 December 2006	40.00	Each	_____	_____
4008	Dead Vegetation Removal in Area 17 for the Period of 1 January thru 31 December 2006	8.00	Each	_____	_____

4009	35,376.00	Months	_____	_____
Hand pull weeding in Areas 1, 2, 5, 7 & 9-14 for the period of 15 Maarch thru 30 September 2006				
4010	4.00	Each	_____	_____
Non-Developed Vegetation Maintenance in Areas 1, 2, 4-14 & 16 for the period of 15 March through 31 October 2006				
4011	30.00	Each	_____	_____
Developed Lawn Maintenance in Areas 2 5, 8-12 & 14 for the period of 15 Mar thru 31 Oct 2006				
4012	29.00	Each	_____	_____
Facility Cleaning in Areas 2, 6-10, 13 & 14 for the period of 15 March thru 31 October 2006				
4013	13.00	Each	_____	_____
Facility Cleaning in Area 11 for the period of 1 July thru 20 September 2006				
4014	52.00	Each	_____	_____
Facility Cleaning in Areas 4 & 5 for the period of 1 January thru 31 December 2006				
4015	90.00	Each	_____	_____
Refuse and Litter Pickup in Areas 4-9, 13 & 14 for the period of 15 March thru 31 October 2006.				
4016	14.00	Each	_____	_____
Refuse and Litter Pickup in Area 15 & for the period of 15 March thru 31 October 2006				
4017	41.00	Each	_____	_____
Refuse and Litter Pickup in Areas 11 & 12 for the period of 1 January thru 31 December 2006				

4018	90.00	Each	_____	_____
Litter Pickup in Area 3 for the period of 1 January thru 31 October 2006				
4019	14.00	Each	_____	_____
Litter Pickup in Areas 4-6, 9, 12 & 14 for the period of 1 January thru 14 March 2006 and 1 November thru 31 December 2006.				
4020	14.00	Each	_____	_____
Refuse Pickup in Areas 6 & 9 for the period of 1 January thru 14 March 2006 and 1 November thru 31 December 2006				
4021	27.00	Each	_____	_____
Refuse Pickup in Areas 4, 5 & 14 for the period of 1 January thru 14 March 2006 and 1 November thru 31 December 2006				
4022	3.00	Each	_____	_____
Sign Cleaning and Maintenance for the period of 1 January thru 31 December 2006				

FOURTH OPTION TOTAL _____

BASE YEAR TOTAL _____

FIRST OPTION TOTAL _____

SECOND OPTION TOTAL _____

THIRD OPTION TOTAL _____

TOTAL BASE AND OPTION YEARS _____

The computer program used to generate this solicitation does not allow the insertion of all required information in Item 10, SF 1449. The following information shall be read as if included in Item 10:
NAICS Code: 56173

SECTION C

CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (DEC 2001)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted,

and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS

SOLICITATION CLAUSES ADDENDUM

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of Clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within fifteen working days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the

Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of Clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.com>.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix

may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.com>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

_____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

_____ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

_____ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

_____ 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 10a-10d, E.O. 10582).

_____ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

_____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (_____Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

_____ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

_____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (_____Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (10 U.S.C. 2631).

XX 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ XX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ XX 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☐ 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (☐ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

____ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (10 U.S.C. 2631).

XX 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)
(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

(End of Addendum)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☐ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☐ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☐ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☐ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☐ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

____ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

____ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____ (ii) Alternate I of 52.225-3.

____ (iii) Alternate II of 52.225-3.

____ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____ (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of Clause)

SECTION D

EXHIBITS AND ATTACHMENTS

1. Technical Exhibits (TE)

Technical Exhibit 1

Wage Determination No. 94-2565, Revision 15, Dated 07/09/2001

Technical Exhibit 2

Statement of Work for Chief Joseph Dam Grounds Maintenance

Technical Exhibit 3-a

Summer Daily Work Log

Technical Exhibit 3-b

Winter Daily Work Log

Technical Exhibit 4

Performance Frequency Schedule

Technical Exhibit 5

Estimated Area Inventories

2. ATTACHMENTS (Drawings)

Attachment 1	Area 2
Attachment 2	Area 3
Attachment 3	Areas 4 & 5
Attachment 4	Area 6
Attachment 5	Area 7
Attachment 6	Area 8
Attachment 7	Area 9
Attachment 8	Area 10
Attachment 9	Area 11
Attachment 10	Area 12
Attachment 11	Area 13
Attachment 12a	Area 14a
Attachment 12b	Area 14b
Attachment 12c	Area 14c
Attachment 13	Area 15
Attachment 14	Area 16
Attachment 15	Area 17
Attachment 16	Brants Landing
Attachment 17	Left Bank Area
Attachment 18	Map 1

Note: Technical Exhibits are binding documents and are part of the contract. Attachments are not binding documents provided for information only.

SECTION E

SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

ADDENDUM TO FAR 52.212-1
INSTRUCTION TO OFFERORS – COMMERCIAL ITEMS

SOLICITATION PROVISIONS ADDENDUM

1. 52.204-6 -- Data Universal Numbering System (DUNS) Number (Jun 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

2. 52.214-10 -- Contract Award -- Sealed Bidding (Jul 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may --

- (1) Reject any or all bids;
- (2) Accept other than the lowest bid; and
- (3) Waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of Provision)

3. 52.217-5 -- Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

4. 52.233-2 -- Service of Protest (Aug. 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the:

Mailing

Seattle District Corps of Engineers
P.O. Box 3755
Seattle, WA 98124-3755

Delivery

4735 E. Marginal way S.
Seattle, WA 98134-2385

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

5. 52.237-1 -- Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

(End of Addendum)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

WAGE DETERMINATION NO: 94-2565 REV (15) AREA: WA,SPOKANE

WAGE DETERMINATION NO: **94-2565** REV (15) AREA: WA,SPOKANE
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH
DOL***

WASHINGTON D.C. 20210

2565

William W.Gross

Division of
Wage Determinations

Wage Determination No.: 1994-

Revision No.: 15

Director

Date Of Last Revision:

07/09/2001

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas,
Ferry, Garfield,
Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens,
Whitman

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE

MINIMUM

WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I

8.79

Accounting Clerk II

9.03

Accounting Clerk III

11.36

Accounting Clerk IV

13.03

Court Reporter

10.40

Dispatcher, Motor Vehicle

9.79

Document Preparation Clerk

10.98

Duplicating Machine Operator

10.98

Film/Tape Librarian

9.33

General Clerk I

6.30

General Clerk II

7.10

General Clerk III

10.39

General Clerk IV

11.67

Housing Referral Assistant
13.01
Key Entry Operator I
9.12
Key Entry Operator II
11.82
Messenger (Courier)
6.87
Order Clerk I
8.37
Order Clerk II
10.81
Personnel Assistant (Employment) I
8.53
Personnel Assistant (Employment) II
9.59
Personnel Assistant (Employment) III
10.68
Personnel Assistant (Employment) IV
12.37
Production Control Clerk
14.04
Rental Clerk
9.33
Scheduler, Maintenance
10.08
Secretary I
10.08
Secretary II
11.24
Secretary III
13.01
Secretary IV
16.02
Secretary V
17.23
Service Order Dispatcher
13.31
Stenographer I
9.19
Stenographer II
10.22
Supply Technician
13.57
Survey Worker (Interviewer)
10.40
Switchboard Operator-Receptionist
8.93
Test Examiner
11.24
Test Proctor
11.24
Travel Clerk I
9.20
Travel Clerk II
9.67

Travel Clerk III
 10.35
 Word Processor I
 9.33
 Word Processor II
 10.47
 Word Processor III
 11.69
 Automatic Data Processing Occupations
 Computer Data Librarian
 8.92
 Computer Operator I
 9.53
 Computer Operator II
 11.44
 Computer Operator III
 13.81
 Computer Operator IV
 15.33
 Computer Operator V
 16.99
 Computer Programmer I (1)
 13.29
 Computer Programmer II (1)
 16.54
 Computer Programmer III (1)
 19.69
 Computer Programmer IV (1)
 23.81
 Computer Systems Analyst I (1)
 20.10
 Computer Systems Analyst II (1)
 23.29
 Computer Systems Analyst III (1)
 27.07
 Peripheral Equipment Operator
 11.44
 Automotive Service Occupations
 Automotive Body Repairer, Fiberglass
 16.48
 Automotive Glass Installer
 15.16
 Automotive Worker
 15.16
 Electrician, Automotive
 16.48
 Mobile Equipment Servicer
 14.33
 Motor Equipment Metal Mechanic
 16.48
 Motor Equipment Metal Worker
 15.16
 Motor Vehicle Mechanic
 16.57
 Motor Vehicle Mechanic Helper
 13.02

- Motor Vehicle Upholstery Worker
- 14.33
- Motor Vehicle Wrecker
- 15.16
- Painter, Automotive
- 15.81
- Radiator Repair Specialist
- 15.16
- Tire Repairer
- 13.21
- Transmission Repair Specialist
- 16.48
- Food Preparation and Service Occupations
- Baker
- 10.22
- Cook I
- 8.27
- Cook II
- 9.51
- Dishwasher
- 6.79
- Food Service Worker
- 6.79
- Meat Cutter
- 10.22
- Waiter/Waitress
- 7.11
- Furniture Maintenance and Repair Occupations
- Electrostatic Spray Painter
- 15.81
- Furniture Handler
- 12.67
- Furniture Refinisher
- 15.81
- Furniture Refinisher Helper
- 13.02
- Furniture Repairer, Minor
- 14.33
- Upholsterer
- 15.81
- General Services and Support Occupations
- Cleaner, Vehicles
- 7.68
- Elevator Operator
- 7.81
- Gardener
- 7.81
- House Keeping Aid I
- 7.68
- House Keeping Aid II
- 8.18
- Janitor
- 7.81
- Laborer, Grounds Maintenance
- 7.91
- Maid or Houseman
- 7.30

Pest Controller
 7.96
 Refuse Collector
 6.79
 Tractor Operator
 9.37
 Window Cleaner
 8.18
 Health Occupations
 Dental Assistant
 12.57
 Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
 12.57
 Licensed Practical Nurse I
 10.02
 Licensed Practical Nurse II
 11.24
 Licensed Practical Nurse III
 12.57
 Medical Assistant
 11.08
 Medical Laboratory Technician
 11.24
 Medical Record Clerk
 9.77
 Medical Record Technician
 13.54
 Nursing Assistant I
 7.15
 Nursing Assistant II
 8.04
 Nursing Assistant III
 8.78
 Nursing Assistant IV
 9.84
 Pharmacy Technician
 12.19
 Phlebotomist
 11.24
 Registered Nurse I
 14.03
 Registered Nurse II
 17.16
 Registered Nurse II, Specialist
 17.16
 Registered Nurse III
 20.77
 Registered Nurse III, Anesthetist
 20.77
 Registered Nurse IV
 24.88
 Information and Arts Occupations
 Audiovisual Librarian
 14.29
 Exhibits Specialist I
 12.09

Exhibits Specialist II
 14.98
 Exhibits Specialist III
 18.27
 Illustrator I
 12.09
 Illustrator II
 14.98
 Illustrator III
 18.27
 Librarian
 19.94
 Library Technician
 10.40
 Photographer I
 11.56
 Photographer II
 12.94
 Photographer III
 15.28
 Photographer IV
 18.63
 Photographer V
 22.61
 Laundry, Dry Cleaning, Pressing and Related Occupations
 Assembler
 7.65
 Counter Attendant
 7.35
 Dry Cleaner
 8.35
 Finisher, Flatwork, Machine
 7.65
 Presser, Hand
 7.65
 Presser, Machine, Drycleaning
 7.65
 Presser, Machine, Shirts
 7.65
 Presser, Machine, Wearing Apparel, Laundry
 7.65
 Sewing Machine Operator
 8.93
 Tailor
 9.89
 Washer, Machine
 7.70
 Machine Tool Operation and Repair Occupations
 Machine-Tool Operator (Toolroom)
 15.81
 Tool and Die Maker
 18.62
 Material Handling and Packing Occupations
 Forklift Operator
 14.49
 Fuel Distribution System Operator
 14.45

Material Coordinator
 15.59
 Material Expediter
 15.59
 Material Handling Laborer
 11.50
 Order Filler
 12.83
 Production Line Worker (Food Processing)
 12.03
 Shipping Packer
 11.34
 Shipping/Receiving Clerk
 11.34
 Stock Clerk (Shelf Stocker; Store Worker II)
 12.55
 Store Worker I
 10.63
 Tools and Parts Attendant
 13.80
 Warehouse Specialist
 13.11
 Mechanics and Maintenance and Repair Occupations
 Aircraft Mechanic
 16.48
 Aircraft Mechanic Helper
 13.02
 Aircraft Quality Control Inspector
 17.14
 Aircraft Servicer
 14.33
 Aircraft Worker
 15.16
 Appliance Mechanic
 15.81
 Bicycle Repairer
 13.21
 Cable Splicer
 16.48
 Carpenter, Maintenance
 17.09
 Carpet Layer
 15.16
 Electrician, Maintenance
 19.91
 Electronics Technician, Maintenance I
 15.53
 Electronics Technician, Maintenance II
 16.95
 Electronics Technician, Maintenance III
 17.72
 Fabric Worker
 14.33
 Fire Alarm System Mechanic
 16.67
 Fire Extinguisher Repairer
 13.93

Fuel Distribution System Mechanic
16.67
General Maintenance Worker
15.16
Heating, Refrigeration and Air Conditioning Mechanic
16.48
Heavy Equipment Mechanic
18.95
Heavy Equipment Operator
15.66
Instrument Mechanic
16.48
Laborer
7.81
Locksmith
15.81
Machinery Maintenance Mechanic
16.48
Machinist, Maintenance
16.48
Maintenance Trades Helper
13.02
Millwright
16.48
Office Appliance Repairer
16.48
Painter, Aircraft
15.81
Painter, Maintenance
15.81
Pipefitter, Maintenance
17.65
Plumber, Maintenance
16.93
Pneudraulic Systems Mechanic
16.67
Rigger
16.48
Scale Mechanic
15.33
Sheet-Metal Worker, Maintenance
16.48
Small Engine Mechanic
15.16
Telecommunication Mechanic I
16.48
Telecommunication Mechanic II
17.14
Telephone Lineman
16.48
Welder, Combination, Maintenance
16.48
Well Driller
16.48
Woodcraft Worker
16.48

Woodworker
 14.29
 Miscellaneous Occupations
 Animal Caretaker
 7.42
 Carnival Equipment Operator
 8.42
 Carnival Equipment Repairer
 8.86
 Carnival Worker
 7.02
 Cashier
 8.45
 Desk Clerk
 9.01
 Embalmer
 16.57
 Lifeguard
 9.02
 Mortician
 16.57
 Park Attendant (Aide)
 11.32
 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
 9.26
 Recreation Specialist
 12.48
 Recycling Worker
 7.73
 Sales Clerk
 9.26
 School Crossing Guard (Crosswalk Attendant)
 7.81
 Sport Official
 8.05
 Survey Party Chief (Chief of Party)
 16.09
 Surveying Aide
 8.87
 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
 12.14
 Swimming Pool Operator
 7.42
 Vending Machine Attendant
 7.73
 Vending Machine Repairer
 8.89
 Vending Machine Repairer Helper
 7.73
 Personal Needs Occupations
 Child Care Attendant
 9.01
 Child Care Center Clerk
 12.18
 Chore Aid
 7.42

Homemaker
 14.35
 Plant and System Operation Occupations
 Boiler Tender
 17.44
 Sewage Plant Operator
 18.18
 Stationary Engineer
 17.44
 Ventilation Equipment Tender
 13.02
 Water Treatment Plant Operator
 18.18
 Protective Service Occupations
 Alarm Monitor
 12.56
 Corrections Officer
 18.76
 Court Security Officer
 19.95
 Detention Officer
 18.76
 Firefighter
 18.78
 Guard I
 7.94
 Guard II
 12.56
 Police Officer
 22.30
 Stevedoring/Longshoremen Occupations
 Blocker and Bracer
 14.00
 Hatch Tender
 14.00
 Line Handler
 14.00
 Stevedore I
 13.35
 Stevedore II
 14.67
 Technical Occupations
 Air Traffic Control Specialist, Center (2)
 27.00
 Air Traffic Control Specialist, Station (2)
 18.62
 Air Traffic Control Specialist, Terminal (2)
 20.50
 Archeological Technician I
 11.93
 Archeological Technician II
 13.37
 Archeological Technician III
 16.53
 Cartographic Technician
 16.38

Civil Engineering Technician
 17.23
 Computer Based Training (CBT) Specialist/ Instructor
 19.76
 Drafter I
 10.64
 Drafter II
 11.87
 Drafter III
 13.34
 Drafter IV
 16.53
 Engineering Technician I
 11.09
 Engineering Technician II
 12.37
 Engineering Technician III
 13.90
 Engineering Technician IV
 17.23
 Engineering Technician V
 21.01
 Engineering Technician VI
 25.50
 Environmental Technician
 14.02
 Flight Simulator/Instructor (Pilot)
 20.93
 Graphic Artist
 20.78
 Instructor
 18.08
 Laboratory Technician
 14.52
 Mathematical Technician
 14.98
 Paralegal/Legal Assistant I
 10.57
 Paralegal/Legal Assistant II
 15.08
 Paralegal/Legal Assistant III
 18.39
 Paralegal/Legal Assistant IV
 22.31
 Photooptics Technician
 15.28
 Technical Writer
 15.72
 Unexploded (UXO) Safety Escort
 17.16
 Unexploded (UXO) Sweep Personnel
 17.16
 Unexploded Ordnance (UXO) Technician I
 17.16
 Unexploded Ordnance (UXO) Technician II
 20.76

Unexploded Ordnance (UXO) Technician III
 24.88
 Weather Observer, Combined Upper Air and Surface Programs (3)
 13.94
 Weather Observer, Senior (3)
 15.49
 Weather Observer, Upper Air (3)
 13.94
 Transportation/ Mobile Equipment Operation Occupations
 Bus Driver
 14.29
 Parking and Lot Attendant
 7.10
 Shuttle Bus Driver
 9.47
 Taxi Driver
 8.52
 Truckdriver, Heavy Truck
 16.95
 Truckdriver, Light Truck
 8.98
 Truckdriver, Medium Truck
 14.29
 Truckdriver, Tractor-Trailer
 16.95

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
 HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.
 VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
 HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)
 THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):
 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.),

the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444
(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be

classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act
Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that
duties requested
are not performed by a classification already listed in the wage
determination. Remember,
it is not the job title, but the required tasks that determine whether a
class is included
in an established wage determination. Conformances may not be used to
artificially split,
combine, or subdivide classifications listed in the wage determination.
&&&&&&&&&

Chief Joseph Dam Private Grounds Maintenance

STATEMENT OF WORK

DACW67-02-B-0005

4 February 2002

TECHNICAL EXHIBIT 2

STATEMENT OF WORK

PART I

1. GENERAL REQUIREMENT

1.1 The Contractor shall furnish, except as otherwise specified herein, all necessary labor, equipment, materials, and supervision to perform grounds maintenance services in the manner, locations and frequencies set forth in the following paragraphs and schedules. The work shall be performed at Chief Joseph Dam, Bridgeport, Washington.

1.2 The work to be performed shall be on roadsides and grounds of viewpoints, recreation areas, and Project buildings. Since many of the areas to be serviced will be frequented by the public, very high standards of work performance will be required of the Contractor.

1.3 Because of the size of the Project, prospective bidders are highly encouraged to visit the site to acquaint themselves with the area and grounds, which will receive services. Unique conditions and problems exist for the Contractor and deserve attention in advance of bid preparation. The point of contact on Project is Mark L. Harris, Park Ranger, at (509) 686-5501 (ext 664), Monday through Friday, 6:30 am to 3:00 pm.. Email address: mark.l.harris@usace.army.mil

2. SUPERVISOR, CONTRACT MANAGER, AND EMPLOYEE AUTHORITIES / RESPONSIBILITIES

2.1 The Contractor shall provide qualified personnel and adequate day-to-day supervision to assure compliance with all the terms of this contract. Within 7 days after award, the Contractor shall provide the name, telephone number, and address of the Contract Manager and/or On-site Supervisor to the Contracting Officer (CO), and the Contracting Officer's Representative (COR) or Contract Officer's Technical Representative (COTR). The Contract Manager and/or Supervisor shall be designated in writing by the Contractor as the individual who has complete authority to act for the Contractor during the term of the contract.

The Contract Manager and/or the On-site Supervisor may be the same individual if that person has the full authority to perform both positions. The Contractor's On-Site Supervisor shall have a minimum of 1 year of specialized training in Horticulture and/or Landscape Maintenance with an emphasis on current pruning techniques for shrubs and trees, and fertilization of lawns, trees and shrubs. Supporting documentation shall be provided to the COR prior to starting work on this Contract. Duties shall include but not be limited to the following:

a. Ensure that adequate supplies, equipment, and personnel are provided to accomplish all required work on this contract.

b. Inspect the quality of all work being performed. During the Project's recreation season (April thru September) inspections are required at least once a week. During the off-season these inspections are required at least once a month. Additional inspections and meetings as directed by the COR/COTR shall be required during any season, if the Contractor's performance does not fully meet the standards set forth in this Contract. Supervisor's inspections shall be documented on the Daily Logs showing the work inspected and the times the inspections occurred.

2.2. The Contract Manager and/or the On-site Supervisor shall ensure that all employees are capable and demonstrate adequate knowledge of chemicals/cleaning products, tools, equipment, and techniques necessary to perform the required work. Note that for the purposes of this contract, the term "employee" shall include actual employees of the Contractor as well as any family member or partner performing work on the job site. The Government may require the Contractor to discontinue using any employee determined by the Government to be unsatisfactory. In the acceptance or rejection of work by the Government, no allowance will be made for lack of skill of personnel.

3. POST AWARD CONFERENCE

3.1 This meeting shall be held at the work site within ten days after award of the contract and prior to the beginning of work. The purpose of the meeting is to review the contract and work to be performed. A tour of the work areas will be required to discuss specific work requirements.

3.2 The Contractor shall be required to submit for Government approval, the following listed items at the pre-work meeting:

a. List of all cleaning supplies, fertilizers, etc. which may be used on the job. Accompanying this list will

be the manufacturers' recommendations on the use of all materials, and two complete sets of Material Safety Data Sheets (MSDS).

b. List of the types of equipment to be used at the work site (e.g. vehicles, mowers, weed-eaters, etc.)
License plate numbers shall be provided for vehicles.

c. A complete list of names of all employees who will be working for the Contractor anywhere on this job site. All persons performing work on site shall be included, no matter how brief their role.

d. Contractor's Safety plan with job hazard analyses, prepared in an approved format or on a Government provided form. If needed, the Government form will be provided to the Contractor upon request.

e. Certificate(s) of all required insurance.

4. RESUBMISSION OF ABOVE ITEMS

The Contractor shall submit any written changes for items 3a thru 3e to the COTR within 48 hours of occurrence. A new Certificate of insurance, item 3e, shall be required when the previous one expires.

5. INSURANCE REQUIRED

The Contractor shall procure and maintain during the entire effective period of this contract the following minimum insurance:

Type	Amount
- Workmen's Compensation and Employer's Liability Insurance	\$ 100,000.00
- General Liability Insurance	\$ 500,000.00 per occurrence
- Automobile Liability Insurance	\$ 200,000.00 per person
and Bodily Injury	\$ 500,000.00 per occurrence
- Property Damage	\$ 20,000.00 per occurrence

6. PERMITS AND LICENSES

The Contractor shall, without additional expense to the Government, be responsible for obtaining all necessary licenses and permits, and for complying with any applicable Federal, State, County, and Municipal laws, codes and regulations, in connection with the execution of the work.

7. EMPLOYEE IDENTIFICATION, PERSONAL APPEARANCE, AND CHECK-IN

7.1 All vehicles used by the Contractor shall have vehicle identifications prominently displayed on their vehicles while on site. Vehicle identifications shall have a minimum two-inch tall legend, and be affixed to each side of the vehicle by means of a stencil, decal, or magnetic sign. Vehicle identification shall include the Contractor's company name at a minimum.

7.2 Each employee shall maintain a clean, neat, and well-groomed appearance. Contractor employees shall wear clothing suitable for the weather and work conditions. The minimum for fieldwork shall be short sleeve shirt, long trousers, and leather or other protective shoes or boots.

7.3 For Security reasons, the COR/COTR may choose to implement a check-in / check-out procedure in full or part. A full implementation will require that all employees need to check in at the Security Station before starting work and check out when the work is completed for each day. If Security personnel were not available, check-in would be required with the Powerhouse Operators. This procedure could be extended to any or all work locations. Once the employee is known, the check in/out procedure may also be done by phone.

8. PARKING

Employees of the Contractor shall park their private vehicles only in areas designated by the COTR. Contractor vehicles used in the performance of their duties shall not be stopped or parked on any road or adjacent thereto in such a manner as to impede and/or endanger other vehicles using such road.

9. SUBCONTRACTING

No work may be subcontracted without the written approval of the CO/COR. If subcontracting some or all of the work is approved by the Government, the Contractor originally awarded the Contract shall be known as the Prime Contractor. Compliance with the provisions of this contract by subcontractors shall remain the responsibility of the Prime Contractor.

10. COMPLAINTS RECEIVED FROM PUBLIC

All complaints from the public concerning the Contractor's operation or personnel will be vigorously investigated by the COTR. If these complaints are valid, the COR will notify the Contractor in writing, requesting that corrective action be taken. Failure to correct the condition immediately will be interpreted as contract noncompliance.

11. LOST AND FOUND

All personal property found during the performance of duties specified in this contract shall be reported on the daily log and the property turned in to the Security Officer on duty at the Security Check Station.

12. DAILY WORK LOGS Technical Exhibits 3 (Winter) and 4 (Summer)

The Contractor shall keep a log of daily work activities, accomplishments and/or problems on forms provided by the COTR. Sample daily log forms for summer and winter are attached as Exhibits C and D respectively. The log forms shall be completed daily for any day the Contractor performs work. The completed form is to be submitted to the COTR on the day the work is actually done. Logs shall be submitted by one of the following methods and locations:

- a. Resource Section mailbox at the Project Office.
- b. Given to the on-duty Security Guard or placed into the drop box at the Security Station. If the Contractor fails to submit logs in the required time frames, the COTR will assume that no work was done on the days for which logs were not submitted. Similarly, scheduled or directed services missing from logs daily logs will be interpreted as not to have been done. Deductions will be made accordingly at the discretion of the COR.

13. PERFORMANCE DURING CORPS MAINTENANCE ACTIVITIES

During the period of this contract, normal maintenance by Corps personnel may occur in areas where the Contractor is scheduled to work. If such activities prevent the Contractor from performing their normal scheduled services, work schedules and practices may have to be adjusted as directed by the COTR. The Contractor will not be entitled to additional moneys for routine or non-routine delays in performance of work. Should the Contractor be prevented from performing their scheduled services altogether, the Contractor shall not be paid for services not rendered.

14. OTHER CONTRACTS AT THE CONTRACT SITE

The Government typically contracts out other work to be performed on the Project. The Contractor shall fully cooperate with all other Contractors and other Government Agency employees. Work schedules and practices may have to be adjusted as directed by the COTR to conform to the requirements of other such work.

15. SAFETY

15.1 The Contractor shall comply with applicable OSHA and WISHA standards as well as the current Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1. A copy of this manual is available for inspection at the Project Office prior to bid opening, and a copy will be given to the successful bidder after award. The OSHA

standards, WISHA standards, and EM 385-1-1 are subject to change and such changes may affect the Contractor in his/her performance during the contract period. It is the Contractor's responsibility to be knowledgeable of, and comply with such changes.

15.2 Prior to commencement of work, the Contractor shall furnish the COTR a written plan relative to the administration of his/her overall safety program (reference section 01.A of EM385-1-1). The plan must address policies and procedures for a safe operation in accordance with applicable provisions of OSHA and EM 385-1-1. The plan should include, but is not limited to, safety provisions for orientation and training of employees, employee

responsibility for working safely, equipment maintenance and use, public safety, and job hazard analyses on each specific task expected of Contractor. The hazard analysis will identify and evaluate hazards and outline proposed methods and techniques to minimize those hazards.

15.3 A few, but certainly not all of the safety requirements, which shall be in force, are as follows:

a. Safety Belts. While operating any motor vehicle in the performance of the terms of this Contract, all occupants of the vehicle shall wear the vehicle's driver/passenger safety belt(s) as long as the vehicle is in motion.

a. Safety Vests. During litter pickups, high visibility safety vests will be worn by all exposed to vehicular traffic in or along roadways, parking areas, etc.

b. Hard Hats. Hard hats will be worn in areas where other contractors are working, or as directed by the COTR.

c. Footwear Protection. Safety-toed shoes, appropriate for the mowing operations shall be worn.

d. Personal Protective Devices. Protection of employees' face, sight, and hearing, shall be required as specified in applicable standards.

e. Material Safety Data Sheets or MSDS'. These shall be provided for each chemical or cleaning product used on site. At least one copy of these will be kept on site and readily available to all contract personnel. Chemical or cleaning products must be approved by the COTR prior to usage. Contract employees must be advised of the information of the MSDS prior to their being exposed to that chemical or product.

15.4 The COTR will notify the Contractor of any non-compliance with safety regulations. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue a "Stop Work Order", stopping all or part of the work until corrective action has been taken. No time lost due to any such Stop Work Orders, shall be made the subject of claim for an extension of time, for excess costs involved, or damages by the Contractor.

16. ACCIDENTS

16.1 The Contractor shall notify the COR/COTR immediately of damage to Government or private property and injury to any person resulting from his/her operations. In the event that an accident or injury should occur on Government lands, the Contractor shall first notify the appropriate local emergency service organization and then the COR, COTR, or other Resource Section Staff Person.

During hours the COR, COTR, or other Resource Section Personnel are not present, notification shall be given to the Security Officer on duty in the Project's Security Check Station.

16.2 The Contractor shall make a written report of each separate case of an injury or accident. These reports shall include, but shall not be limited to, location, nature of the injury or accident, authorities notified and the action taken along with any other pertinent information. As warranted by the situation, the reports shall be accompanied by any sketches made, photographs taken, and statements made by witnesses. The Contractor shall submit the completed reports to the COR/COTR within 24 hours.

17. REPORT OF UNUSUAL OR HAZARDOUS CONDITIONS REQUIRING MAINTENANCE

17.1 The Contractor shall report immediately to the COTR or his/her authorized representative any unusual and/or potentially hazardous conditions, which are observed during the performance of their work.

17.2 It shall be the responsibility of the Contractor to notify, within 24 hours, the COR/COTR of facilities that require maintenance beyond the scope of this contract, i.e., electrical, carpentry, and plumbing repairs. If a problem is noted which may damage equipment, materials, or buildings in a short time frame, immediate notification of the COR/COTR is required. Damage due to vandalism shall be reported the same day it is found.

18. PROTECTION OF RESOURCES

18.1 The Contractor shall be responsible for the prevention of environmental pollution caused in the performance of their tasks. Environmental pollution is defined as ***"the presence of chemicals/cleaning products, physical or biological elements, or other agents which adversely affect human health or welfare; unfavorably alter ecological balances; affect other species; or degrade the utility of the environment for aesthetic and recreational purposes"***.

The control of environmental pollution requires consideration of air, water, land, and involves noise and solid

waste management as well as other pollutants. The Contractor shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

18.2 Particular care shall be exercised during mowing and trimming operations to ensure that trees, shrubs, and plantings are not damaged as a direct result of the task(s) being performed. All damaged plants shall be replaced by the Contractor with plant materials of a like kind and value at the Contractor's expense. All replacements will be prior approved by the COTR.

18.3 The Contractor shall be responsible for restoring any Government facilities, structures or equipment damaged as a result of his/her operations. Reasonable care shall be used to avoid damage to existing structures, and equipment in the work areas. Any such damage shall be repaired or replaced as directed by the COTR at no cost to the Government. If the Contractor does not make such repair or replacement, the cost thereof will be deducted from payments to be made to him or her.

19. KEY CONTROL

19.1 The Contractor shall establish and implement adequate control methods to ensure that all keys issued to the Contractor by the Government are accounted for and are used only by authorized personnel. The Contractor shall sign for all keys issued by the Government. Only the Contract Manager and/or the On Site Supervisor shall be authorized to sign for keys on behalf of the Contractor. The Government shall, initially furnish all keys needed to provide Contractor accessibility. No keys issued the Contractor by the Government may be duplicated. All keys issued to the Contractor shall be returned to the Government Issuing Officer, before final payment will be made on this contract.

19.2 If Government keys are lost, or found duplicated by the Contractor, and in the opinion of the Government it is necessary to replace or re-code the effected locks for reasons of security, the direct cost of replacing or re-coding shall be borne by the Contractor. The Contractor shall report the occurrence of a lost key immediately to the COR or his/her representative. The Contractor shall pay the cost of replacing lost or destroyed keys issued to Contractor. Each lost or destroyed key will result in a minimum deduction of \$125.00 per key.

19.3 It is the responsibility of the Contractor to prohibit the use of keys issued by the Government by any other persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas.

20. SUPPLIES, UTILITIES, AND EQUIPMENT FURNISHED BY THE GOVERNMENT

The Government shall furnish at no cost to the Contractor the following materials and usage of equipment:

- a. Water and electric power necessary to the performance of the work required.
- b. Disposal dumpsters for all collected garbage. These dumpsters will be located on the Project, but not necessarily adjacent to immediate work sites.
- c. An aluminum can storage location for all collected aluminum cans. This location will be located on the Project, but not necessarily adjacent to immediate work sites.
- d. An onsite area will be provided for disposal of natural plant materials such as grass clippings, tree trimmings, etc.
- e. Forms for preparation of Job Hazard Analysis and the Daily Logs.

21. NON-PERFORMANCE

21.1 All work will be subject to inspection, and acceptance by the Government. Work shall be inspected regularly by the COTR or authorized representative, and a written notice of any deficiencies will be given to the Contract Manager and/or On Site Supervisor. Inspections will be based on the work schedule to assure that inspection closely follows the actual maintenance of the facility or area.

21.2 The Contractor shall have three days from the date of a written notice of deficiencies, in which to furnish written explanation to the COTR of the deficiencies and any corrective action(s) taken. No inspector is authorized to change any provision of the specifications without written authorization from the Contracting Officer. The presence or absence of an inspector shall not relieve the Contractor from any requirement of the contract.

- 21.3** Required work is considered not to have been performed, when any of the following conditions exist:
- a.** The required work in an area was not performed in strict accordance with the performance standards and procedures as set forth in these specifications.
 - b.** All or any portion of the required work was not performed as scheduled.
 - c.** The daily log was not submitted or not submitted on the day the work was done.

21.4 If required work was not performed, a deduction will be made. The Government may elect any of the following alternatives to determine the amount of the deduction:

- a.** Reduce the monthly billing by the total unit price of the service not satisfactorily performed.
- b.** Accomplish the work and charge the Project's current rate for the craft used plus current administrative overhead.
- c.** Accomplish the work using another contractor. The deduction will include the Government's direct and indirect costs for accomplishing this work through this other contractor.

22. PAYMENT FOR SERVICES RENDERED

22.1 The Contract Manager and/or On Site Supervisor shall meet with the COR or COTR on a calendar monthly basis to review the past month's work performance. These meetings will occur within the first ten days of each month. The Contract Manager and/or On Site Supervisor shall submit a copy of the invoice for the past month's work for review and acceptance. Only those work items satisfactorily completed during the month shall appear on the invoice. Items appearing on deficiency reports as unsatisfactory and not available for re-performance shall not be listed on the invoice (see CONTRACT CLAUSES). Failure to appear for such a meeting will result in withholding payment until the meeting is accomplished.

After the review meeting, the original invoice and two copies shall be submitted for payment to:

USACE Finance Center
Attn: CEFC-AO-P
5720 Integrity Drive
Millington, TN. 38054-5005

22.2 The total number of hours worked by all Contractor employees (exposure hours) shall be submitted in conjunction with the monthly invoice for the purposes of safety data. If the total hours are not submitted, payment will be delayed until the COTR receives such information.

PART II

1. PERFORMANCE STANDARDS

1The following descriptions and definitions provide the basis for the specific work to be accomplished. Each work item defined/described directly relates to work items specified in the Bid Schedule (Section B), the Performance Frequency Schedule (**Technical Exhibit 4**), and the Estimated Area Inventories (**Technical Exhibit 5**).

A. Refuse and Litter Pickup: The specific services to be performed within this bid item are both Refuse Pickup (B) and Litter Pickup (C) combined. Their individual service descriptions follow.

B. Refuse Pickup: The specific services to be performed within this bid item are the collection and proper disposal of refuse and aluminum cans for recycling. Trash cans on the Project shall be of the 32 and 20-gallon size. Plastic liners for trashcans must have a minimum .002 mil. thickness. Regular Refuse Pickup consists of the emptying of all contents of trashcans and removal of all trash/litter within a ten-foot radius of the trashcans.

Aluminum Can Recycling consists of separating the cans from any inappropriate material as necessary, and depositing the bag of aluminum cans into the designated Government furnished aluminum recycling storage area located on the Project.

C. Litter Pickup: Consists of collecting all trash/litter within the defined boundaries of work areas indicated on enclosed drawings, work area descriptions, and performance frequency table. These areas surround and include

viewpoints, boat ramps, parking areas, public use areas, offices, roads and road shoulders (road shoulder is defined as all area within thirty feet of the outside edge of roadway). Litter shall include, but not be limited to pop cans, bottles, paper, cigarette butts, boxes, fish waste, broken glass, etc. Collected litter shall be deposited in the same dumpster used for refuse. Note that this service does not include emptying of trashcans when it is done as a stand-alone service.

D. Facility Cleaning: The specific services to be performed within this bid item are the cleaning of shelters, viewing platforms, outside exhibits, picnic tables, sitting rocks, benches, and drinking fountains.

(1) Shelter cleaning includes the removal of all refuse and litter inside, under and within 100 feet of the shelter. The shelter floor and associated walkways will be swept. When necessary to remove certain residues, the walks will be washed with soap and water. All insects, insect nests, cobwebs and other residue left from insects or animals will be removed from the interior or exterior of the shelter.

(2) Viewing platform cleaning includes the removal of all refuse and litter on, under and within 30 feet of the platform. The platform railings, deck, and associated walkways will be swept. When necessary to remove certain residues, the walkway, the floor, and the railings will be washed with soap and water. All insects, insect nests, cobwebs and other residue left from insects or animals will be removed from above, within and immediately below the platform deck.

(3) Exhibit cleaning refers to removing dust and all residues from the exhibit face and sides. Plexiglas must be cleaned with a non-filming solution and a soft cloth so not to scratch the plastic surface.

(4) Picnic table and bench cleaning includes the removal of all foods, residues, bird droppings, etc. from the picnic tabletops and benches. The tables will be sanitized with a disinfectant agent each time facility cleaning occurs.

(5) Free-standing water fountains and associated faucets shall be sanitized with a disinfectant agent, rinsed, dried and polished during each cleaning. All foreign objects shall be removed from the water fountain basin.

(6) Boat Ramp and Dock cleaning includes removal of all residues, bird droppings, gravel, etc. from the dock, gangway and sidewalk. Cleaning of all areas including the Boat Ramp shall be accomplished as necessary to meet these standards. These areas may be simply swept or blown/vacuumed with powered equipment. Collection of the debris that doesn't match the adjoining surface material will be picked up and disposed of as trash or plant materials.

E. Sign Cleaning and Maintenance: Sign cleaning refers to the removal of all residues from the face of the sign. Cleaning shall be accomplished by using soap, water, and applicator that will not damage the painted surface of the sign. Sign Maintenance consists of ensuring stability of the each sign. The post, sign panel, and mounting hardware shall be inspected. Loose hardware and fasteners shall be tightened.

- Vegetation shall be removed at the base of the posts and adjacent vegetation trimmed so that it does not prevent proper viewing of the sign by oncoming visitors/traffic. Signs are located throughout the Project and are normally above eye level, which will require a ladder to reach. Special care must be exercised when working with ladders.

F. Developed Lawn Maintenance: The specific services to be performed within this bid item are lawn mowing, edging, trimming, tree pruning, and cleaning of walks, curbs, and roads. Work shall be performed in areas specified on the attached drawings and descriptions of work locations.

(1) The start of the mowing "season" shall be determined by the COTR. Mowing times must be coordinated with the COTR to prevent a conflict with irrigation schedules. Mowing shall not be performed when the grass is wet whether by dew, rainfall or irrigation. Prior to mowing, the Contractor shall collect and remove all litter, refuse, pine cones or foreign items. Rocks and bark pieces that migrate from rock or shrub beds shall be returned to the beds. Mowing in developed areas shall be accomplished in a manner that will prevent tearing up or scalping of turf. Each pass of the mower shall overlap the previous pass. Mowing will be done using a multidirectional pattern, with the exception of the Orientation trail and the Labyrinth. Special care shall be exercised to ensure that grass clippings do not get blown into the Labyrinth pond, and that the pathway is clear of any clippings when mowing is done. Edges of all lawns shall be uniformly trimmed/edged to prevent encroachment. Plant material produced by the contractor will be transported and deposited at a project site chosen by the COTR. After mowing, the grass height shall be approximately 1.5 to 2 inches in length. A grass collector attached to the mower shall collect all grass cuttings.

(2) Trimming shall be accomplished around all vertical objects, including but not limited to trees, bushes, fences, walls, poles, posts, concrete curbs and walkways, etc. Power operated equipment shall not be used around trees and shrubs. Trimming shall be performed after each mowing. Grass shall be trimmed to the same height at which the adjoining lawn is mowed such that sloped or scalped areas are not produced.

(3) Cleaning of walks, curbs, roads, parking lots, pathways, etc. within the area perimeter boundary shall be accomplished as necessary to meet these standards. Rocks and bark pieces that migrate from rock or shrub beds shall be returned to the beds. No grass clippings, pinecones, dirt, gravel or other debris will remain after cleanup of these surfaces. These areas may be simply swept or blown/vacuumed with powered equipment. Collection of the debris that doesn't match the adjoining surface material will be picked up and disposed of as trash or plant materials.

G. Non-Developed Vegetation Maintenance: The services to be performed within this bid item are mowing/weed-eating, trimming, pruning, and cleaning of walks and curbs. Work shall be performed in non-developed landscapes, roadsides, and flower or shrub beds as specified on the attached drawings and descriptions of work locations. Given normal weather conditions, it is expected that non-developed vegetation maintenance will be required up to four times per season. However, additional maintenance may be requested upon need, and payment made based on the unit bid price for non-developed vegetation maintenance. Plant materials produced by the contractor shall be transported and deposited at a project site chosen by the COTR.

The COTR or his/her representative will determine when non-developed vegetation maintenance will be performed, allowing two weeks for the work to be completed after notification. The COTR or his/her representative shall provide specific guidance as to the boundary of each area to receive non-developed vegetation maintenance on site.

(1) Mowing and/or weed-eating shall be performed in terrain which may be steeply sloped, irregular in shape or rocky, requiring some areas to be cut with a weed-eater while other areas may be mowed. The height of vegetation after cutting shall be between 2 and 4 inches. Along fence lines, if the vegetation cannot be cut by the powered equipment, handwork shall be used to cut this vegetation and if necessary remove it from within the fence fabric. Along roadsides, the vegetation shall be cut from the edge of road and extending out five feet. Collecting and removing all litter in these areas shall be completed before the mowing/weed eating operation.

(2) Trimming - Reference **F. 2.** for description.

(3) Cleaning of walks, curbs - Reference **F.3.** of this statement of work for description.

H. Lawn Fertilization: Fertilizing of developed lawn areas shall consist of a uniform application of fertilizer furnished by the Contractor. Lawn fertilizer shall have a ratio of approximately 27-9-18, (Nitrogen-Phosphorous-Potassium). Fertilizing of lawns, shall be accomplished during the first full week of April, June, and September unless otherwise directed by the COTR .

I. Tree & Shrub Fertilization: Fertilizing of specified individual trees and shrubs shall consist of inserting fertilizer tablets into the soil around the plant. Tablets shall be placed 6 - 8 inches deep in the rooting zone of the plant and approximately 18 to 24 inches away from the base of the plant. Twenty or 21-gram tablets with a rating of 20-10-5 shall be used. Tablets shall be placed once per year in mid-March at a rate of one tablet per one-half inch of trunk diameter of the tree or shrub at ground level. The tablets shall be evenly spaced around the plant in situations where more than one tablet is required. The tablets used must be approved by the COTR prior to placement. Certain designated shrub beds and trees shall be fertilized using a granular fertilizer over the entire bed (i.e. shrub beds at Project Office (Area 02), the "island" at Upstream Boat Ramp (Area 05), and the "island" at the Visitor Orientation Area (Area 14)). These beds will have a fertilizer with a rating of 3:1:2 or equivalent and be applied at a rate of 6 pounds of actual nitrogen per 1000 sq. ft..

J. Pruning: Pruning of trees, shrubs, and vines shall follow good horticultural practices and produce a balanced and well-shaped plant. No pruning of any trees will be required above 15 feet in height. Pruning to maintain curb lines and sidewalk lines shall be done. Pruning shall be accomplished as directed by the COTR or his/her representative. Trees, shrubs, and vines requiring pruning may fall outside specific areas depicted as "Developed Lawn Maintenance" or "Non-developed Vegetation Maintenance" on drawings, but within specified work areas.

K. Hand-Pulling of Weeds: The Contractor shall remove all weeds, grass, and undesirable vegetation in designated shrub, flower, and rock beds, trail and pathway surfaces, and joints & cracks in designated sidewalks, curbs & roads. Dead foliage and any debris from the previous growing season shall also be removed. Weeds and grasses shall be pulled by hand unless directed otherwise by the COTR.

L. Dead Vegetation Removal (Security Fence Area 17): The Contractor shall remove all dead vegetation that extends higher than 3 inches from the ground. A zone will be cleared of dead vegetation and litter extending the width of the service area up to the height of the nearby security fence. This area has and will continue to be treated by herbicide by the government. Due to windy conditions, vegetation and litter will get caught on or in the fence and

its attached network of low voltage security field wires, rendering this part of the security system inoperative. The removal of vegetation and litter shall be performed by hand with due care and caution exercised so as to avoid any damage to the security field wires. Collected litter shall be deposited in the same dumpster used for refuse. Collected vegetation shall be transported and deposited at a project site chosen by the COTR.

M. Additional Refuse Pickup: Additional trashcans, beyond the established numbers in the inventory, may be required in any area based on need. If additional trash cans are located in work areas, the COTR or his/her representative will notify the Contractor to collect and dispose of the additional trash as specified in Part II, 1.1 a. Payment will be made at the unit price stated for each additional trashcan emptied.

N. Terrace Irrigation: The services to be performed shall consist of irrigating the terraces below Chief Joseph Dam. The Left and Right Terraces have been planted to drought tolerant grasses. Installed on each terrace, is an underground irrigation system with valves for each line of sprinklers (Left has 24 and Right has 33). The Contractor shall be responsible for turning on each line according to a procedure established by the Government. A five-day advance notice-to-irrigate will be given by the COTR each time an irrigation is required.

If weather conditions are not favorable for irrigation (i.e. winds over 10 mph) on an irrigation day, the Contractor shall not begin an irrigation set until the wind speed diminishes below 5 mph. Occasionally, an irrigation set may need to be suspended and restarted if extremely high winds (i.e. gusting over 20 mph) occur. If irrigation is delayed or suspended because of wind, the Contractor will begin a scheduled irrigation set, as soon as wind conditions become acceptable (i.e. below 5 mph).

At no time shall any vehicles be driven on the terraces. The Contractor shall be responsible for assuring that the all sprinklers are functioning properly at the initiation of each set and for a minimum of 15 minutes thereafter. Spare sprinklers will be provided to the Contractor who shall replace them as necessary during the irrigation season. Failed sprinklers shall be returned to the COTR. The Government will be responsible for all other system maintenance. Any damage to the grass stand or erosion of the terraces or slopes leading to the river due to improper Contractor procedures, (i.e. procedures other than those explained or provided to the Contractor by the COTR during initial startup of the system), will be promptly repaired by the Contractor at their expense to the satisfaction of the COTR.

The planted grasses and other vegetation may grow to 4 to 6 feet in height hindering proper functioning of the sprinklers. At the discretion of the COTR, the Government may assist the irrigation effort by mowing, either the locations where the standpipes are placed, or the entire terrace once or twice a year. Following are sections describing specific characteristics and procedures for the left and right terraces.

Left Terrace

One job of irrigating the terrace, about 13 acres, requires three irrigation sets to complete. An irrigation set consists of running eight irrigation lines at one time. On the left terrace the 24 irrigation lines are numbered 1 through 24 with 1 being at the upstream end of the terrace. The numbering pattern will be shown to the Contractor prior to initiation of work. The sequence of rotation through the three irrigation sets (**A, B, & C**) shall always be in the same order; **A**, then **B**, then **C**. **Set A** includes lines 1 through 8, **Set B** includes lines 9 through 16, and **Set C** includes lines 17 through 24. Each irrigation set shall be 8 to 24 hours in duration as directed by the COR. Irrigation valves shall be opened between 3 and 5 full rotations during use.

Right Terrace

One job of irrigating the terrace, about 26 acres, requires five irrigation sets to complete. An irrigation set consists of running the specified number of irrigation lines at one time. The sequence of rotation through the five irrigation sets is by an established pattern. The sequence of rotation through the five irrigation sets (**A, C, D, E, & B**) shall always be in the same order; **A**, then **E**, then **C**, then **D**, and **B**. In the right terrace the 33 irrigation lines are numbered 1 through 33 with 1 being at the downstream end of the terrace. The numbering pattern will be shown to the Contractor prior to initiation of work. **Set A** includes lines 1 through 5, **Set B** includes lines 6 through 13, **Set C** includes lines 14 through 19, **Set D** includes lines 20 through 25, and **Set E** includes lines 26 through 33.

The right terrace is irrigated using a pump. The Contractor shall be responsible for turning the pump on once the correct valves are open and turning the pump off at the end of each irrigation set. Irrigation valves shall be opened between 3 and 5 full rotations during use. Start/Stop Stations are installed at each end of the terrace and the COTR will train the Contractor in their use. At no time shall the pump be on with less than 4 irrigation lines operating. Set B crosses some of the trail leading to the observation deck, and much of the Labyrinth. This set shall be irrigated only during the night to minimize the impact to use of the maze and trail by visitors. Each irrigation set will be between 6 to 10 hours in duration as directed by the COTR.

O. General Grounds Maintenance Service: The actual services and locations where the work will be performed within this bid item will be decided upon by the COTR on an as needed basis. The services shall include those already listed in this contract but will be used in addition to or as supplemental jobs. The services shall also include others within the broad range of grounds maintenance including but not limited to sweeping, planting, bed preparation, weed removal, leaf removal, tree removal/pruning etc. If certain consumables are needed for this service, such as grass seed, plants, bedding materials, straw, etc. shall be furnished by the government. The Contractor shall furnish equipment, such as gas/oil, trash bags, etc. as it is with the other services. The locations of these services shall include those areas already on this contract, as well as the broad area shown on the Project Overview Map (Area 3). As a guide, the Contractor shall be given 7 days to complete jobs of 10 hours duration or less, and 14 days to complete jobs of greater than 10 hours duration.

2. WORK AREA DESCRIPTIONS

Work is to be performed in a number of areas and roadways in the immediate vicinity of Chief Joseph Dam. Reference attached drawings in the attachments, depicting general work locations. Narratives describing the overall work areas follow:

a. Entry Signs (Area 01): The rock-landscaped area within the perimeter of timbers is considered a rock bed. A corridor ten feet in width around the exterior of the rock-landscaped areas is a non-developed vegetation maintenance area.

b. Project Office (Area 02): All outdoor areas including and surrounding the Project Office, four adjacent parking areas and pavement therein. The perimeter of the work area extends ten feet beyond the edge of all parking lots, buildings, sidewalks, curbs and fences, except to further include a four-foot diameter circle around outlying irrigated trees. **See attached drawing.**

c. Road System (Area 03): All roads and corresponding road shoulders extending thirty feet from the edge of the road pavement as depicted in drawings. Note that the road system will overlap somewhat with the road portions of the other defined areas. These overlap portions shall be done with each area service. Often both services are done concurrently. **See attached drawing.**

d. Debris Disposal Area (Area 04): Eastern section: the entire flat graveled area (excluding the debris pile itself) and a corridor of ten feet beyond the graveled area. Western section: The entire parking area and extending from the end of the road to the river and a corridor 10 feet beyond this area. Also a thirty-foot wide corridor extending along the shore between these two sections. Also included in this area is that portion of the Debris Basin Trail from its point of origin to the dividing line shown on the attached drawing.

Area 04 and Area 05 are depicted upon the same drawing.

e. Upstream Boat Ramp (Area 05): All paved and gravel surfaced areas, including access road, area between pavement and lake, ramp, docks & gangways, picnic area above ramp, area between picnic area and ramp, the large central area, and both points on either side of the Mitigation boat basin. Work area extends ten feet beyond the above-described areas. Also included in this area is the portion of the Debris Basin Trail as shown on the attached drawing. **Area 04 and Area 05 are depicted upon the same drawing.**

f. Lower Spillway (Area 06): Perimeter is defined as starting at the base of spillway along parapet wall until it enters water, up the rip-rap to far side of paved road and then back along the road, parking area and rip-rap to base of spillway. All areas ten feet outside of this defined perimeter are also included except at parapet wall. Also included is the shelter area at the end of the graveled road. **See attached drawing.**

g. North Viewpoint (Area 07): Paved parking lot and walks, all area interior of the two fence lines to parking area, and a ten-foot corridor adjacent to parking area and islands within parking lot. Also included is a corridor extending outside the fence lines, which requires careful work due to the nearby steep slope. **See attached drawing.**

h. South Viewpoint (Area 08): Outer edge of all paved surfaces defines area perimeter. Work area extends ten feet beyond this outer perimeter. **See attached drawing.**

i. Spillway Viewpoint (Area 09): Perimeter is defined as starting at entry sign on right side of road

extending westward outside the curb line, curving around to the concrete wall, along outer concrete wall to the security gate to the spillway and back along concrete wall on east side of spillway road to entry sign. A ten-foot corridor as well as any irrigated trees beyond this designated perimeter is also included. **See attached drawing.**

j. ~~Western Warehouse and Commons Building (Area 10)~~: Perimeter is defined as starting at the turn off to the Dam from Pearl Hill Road (including entrance island) along tree line on south side of access road to dam, past and including legs of sand hopper, along curb stops of parking lot, across road to southeast corner of warehouse security fence, north along fence and Warehouse facility to the River, west along the river bank to a point on the downstream end of the rail fence, out into the field to include the trees, extending back to the Project entrance road, looping around the entrance island, and back to the starting point. Work area will extend to ten feet beyond designated perimeter. **See attached drawing.**

k. ~~West Powerhouse and Tailrace (Area 11)~~: Perimeter is defined as starting at southeast end of bridge, along curb to concrete wall, along wall to penstock, across road to powerhouse, along west wall of powerhouse, the entire Tailrace deck (to far end of powerhouse) and back along curb to include the whole Foster Creek bridge. Work area will generally extend to ten feet beyond perimeter. The work area is expanded on the "spit of land" between Foster Creek and the Tailrace waters, to include the rip-rap at the west end of the Tailrace deck for a distance of forty feet and slowly tapering include the shelter, sidewalks and vault toilet.
NOTE: The ten-foot corridor beyond perimeter does not apply along powerhouse and on Tailrace deck.
See attached drawing.

i. ~~Security Station and Employee Parking (Area 12)~~: Perimeter is defined as starting at northwest corner of the Foster Creek Bridge, along outer curb around entire parking lot and road system to southeast corner of warehouse fence, along that fence west to the southwest corner and north to include the whole fence around the warehouse air conditioner, back across the entrance road, paralleling the roadway back to the other corner of the bridge and across the road to complete the loop. The security station is included within this area. A ten-foot corridor as well as any irrigated trees beyond this designated perimeter is also included in the work area.
See attached Drawing.

m. ~~South Training Wall (Area 13)~~: Perimeter is defined as starting at northeast corner of powerhouse, along powerhouse to southeast corner, across road to rock wall, following base of rock wall to spillway structure, along spillway to training wall, along training wall to a point across from northeast corner of powerhouse. All area within perimeter is the work area. **See attached drawing.**

n. ~~Orientation Area (Area 14)~~: Perimeter extends ten feet beyond the following: the edge of the lawn bordering the 400 foot long paved trail, the Maze and Labyrinth, the line of timbers which border the developed lawn, and the two adjoining areas of trees along Lupine Way. Also included is a thirty-foot perimeter extending beyond the viewing platform. Crossing Lupine Way following along the North edge of the pavement and then back across to complete the loop closes the perimeter. All area within the above description is included within the work area. **See attached drawing.**

o. ~~Gravel Pit Area (Area 15)~~: Perimeter extends ten feet out from the entry roads and then expands to include the gravel flats, approximately one half of the large gravel pit and approximately half of the pond's shoreline. All area within the perimeter is the work area with the exception of the area between the access roads that is labeled "Excluded From Work". The pond sub-unit is included within the perimeter. This sub-unit is defined for potential additional General Services. **See attached Drawing.**

p. ~~Gauging Station Area (Area 16)~~: The gauging station constitutes a flat, rectangular-shaped piece of land, 0.18 acres in size, located approximately $\frac{3}{4}$ mile within the city limits of Bridgeport. Adjacent lands are irprivate residential ownership. A small building is located within the lot. **See attached drawing.**

q. ~~Security Fence (Area 17)~~: The perimeter extends five feet out from each side of the security fence and is expanded in the vicinity of the EVD to extend from the fence to a point five feet on the other side of the EVD line. The EVD consists of a low power microwave transmitter/receiver and reflector. An exception is that only the accessible (west) side of the security fence along the penstock is included. **See attached drawing.**

r. ~~Sign Cleaning and Maintenance (Area 18)~~: Depicted in the drawing is the Project's major road system directly adjacent to the Dam on Pearl Hill Rd. and Lupine Way. The blacked out portions of roadway is the work

area boundary. All signs adjacent to the blacked out portions of the roadway, in or adjacent to recreational areas, viewpoints, and parking lots are included in this service. Also included but not shown in the drawing is the Gravel

s: Pit (see drawing for Area 15), and Brandt's Landing Recreational Area located miles upstream of the Dam on the south shore of Rufus Woods Lake. Signs located in these remoter areas are included in the estimated Area Inventory in Table 2.

3. PERFORMANCE FREQUENCY SCHEDULE

The schedule for performing specified work is in Technical Exhibit 4. Note that this schedule applies to all contract service years, with any differences listed below the schedule.

4. AREA INVENTORY

Inventories of areas or items to receive services are provided in Technical Exhibit 5. Acres, road miles, signs, and tree numbers are good estimates for planning, but must be recognized as estimates only. If the actual quantity changes less than 10% (either increases or decreases from stated estimated quantities) no changes in compensation will be given. Increases of more than 10% will be compensated; decreases of 10% or more may result in a deduction.

This page was intentionally left blank for duplex printing.

GROUND S MAINTENANCE CONTRACTOR DAILY LOG

SUMMER Form

By

Date

Day: Su M T W Th F Sa

For Services Performed : Mark boxes, circle responses/ areas, and write in as necessary.

Summer Season 15 March - 31 October

<p>Regularly Scheduled Services</p> <p>Refuse and Litter Pickup AQ, AR & AS Includes Areas 4-9, & 11-15</p> <p>Litter Pickup AT Includes Area 3</p> <p>Facility Cleaning AM, AN & AP Includes Areas 2, 4-11, 13 & 14</p> <p>Developed Lawn Maintenance AL Includes Areas 2, 5, 8-12, 14</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">All Completed as scheduled.</div>																
<p>Variable Services</p> <p>Non-Developed Vegetation Maint. AK</p>	1	2	4	5	6	7	8	9	10	11	12	13	14	16	All Done		
Fertilized Lawns in AE	2	5	8	9	10	11	12	14								All Done	
Fertilized Trees & Shrubs in AF	1	2	5	8	9	10	12	14								All Done	
Pruning in AG	List Locations, Work Done and Hours Used.																
Hand Pull Weeding AJ	1	2	5	7	9	10	11	12	13	14					All Done		
Dead Vegetation Removal AH Includes Area 17															Done		
Terrace Irrigation Left = AA Right = AB	Left	Rotated Lines								Terrace Done							
	Right	Rotated Lines								Terrace Done							
Additional Trash Cans Emptied AC	List Locations & Quantities																
General Service Hours AD	List Locations / Service Performed / Hours Used																
Sign Maintenance AZ																	
Vandalism, Maintenance Problems observed (if any)																	

This page was intentionally left blank for duplex printing.

GROUND S MAINTENANCE CONTRACTOR DAILY LOG

WINTER Form

By

Date

Day: Su M T W Th F Sa

For Services Performed : Mark boxes, circle responses/ areas, and write in as necessary.

Winter Season 1 November - 14 March

<p>Regularly Scheduled Services</p> <p>Refuse Pickup AV & AW Includes Areas 4 - 6, 9 & 14</p> <p>Facility Cleaning AP Includes Areas 4 & 5</p>	<div>All Completed as scheduled.</div>	
<p>Variable Services</p> <p>Refuse and Litter Pickup AS</p>	<div>11 12</div>	<div>All Done</div>
<p>Litter Pickup AU</p>	<div>4 5 6 9 12 14</div>	<div>All Done</div>
<p>Litter Pickup AT (Roads) Includes Area 3</p>		<div>Done</div>
<p>Dead Vegetation Removal AH Includes Area 17</p>		<div>Done</div>
<p>Additional Trash Cans Emptied AC</p>	<div>List Locations & Quantities</div>	
<p>Fertilized Trees & Shrubs in AF</p>	<div>1 2 5 8 9 10 12 14</div>	<div>All Done</div>
<p>Pruning in AG</p>	<div>List Locations, Work Done and Hours Used.</div>	
<p>General Service Hours AD List Locations / Service Performed / Hours Used</p>		
<p>Sign Maintenance - AZ</p>		
<p>Vandalism, Maintenance Problems observed (if any)</p>		
		<p>TE-3-b</p>

This page was intentionally left blank for duplex printing.

Performance Frequency Schedule

Bid Schedule Item		Notations	01 Nov - 30 Nov	01 Dec- 14 Feb	15 Feb- 14 Mar	15 March-15 April	16 April-30 Sep	01 Jul- 30 Sep	01 Oct- 31 Oct
0001	Left Terrace Irrigation	16 times Max				A	A		A
0002	Right Terrace Irrigation	18 times Max				A	A		A
0003	Additional Emptying of Trash Containers	Est 50 cans Max	A	A	A	A	A		A
0004	General Service Hours	300 hours Max	A	A	A	A	A		A
0005	Lawn Fertilization - Areas 2, 5, 8 -12, 14	Est 3 times Max				The first full week in April, June, & September			
0006	Tree & Shrub Fertilization - Areas 1, 2, 5, 8 -10, 12,14	Once a Year			March 1 - 20				
0007	Pruning	Est 20 hours Max	A	A	A	A	A		A
0008	Dead Vegetation Removal - Area 17	Est 8 times Max	A	A	A	A	A		A
0009	Hand Pull Weeding - Areas 1, 2, 5, 7, 9 -14					Last Full Week of Every Month	Last Full Week of Every Month		
0010	Non-Developed Vegetation Maintenance - Areas 1, 2, 4 -14, 16	Est 4 times Max				A	A		A
0011	Developed Lawn Maintenance - Areas 2, 5, 8 -12, 14	Season to be determined by COR based on need. During Season once weekly on W or Th				A	A Usually begun in mid April for next 27 weeks.		A
0012	Facility Cleaning - Areas 2, 6 - 10, 13, 14					Every Other Th	Th		Every Other Th
0013	Facility Cleaning - Area 11							Th	
0014	Facility Cleaning -Areas 4, 5		Th	Th	Th	Th	Th		Th
0015	Refuse & Litter Pickup - Areas 4 - 9, 13, 14					M, Th	M, Th, Sa		M, Th
0016	Refuse & Litter Pickup - Area 15					A	Every Other M		Last M in Oct
0017	Refuse & Litter Pickup - Areas 11-12		A					M, Th, Sa	A
0018	Litter Pickup - Area 3		A	A	A	M	M		M
0019	Litter Pickup - Areas 4 - 6, 9, 12, 14		A	A	A				
0020	Refuse Pickup - Areas 6, 9		Th	Every Other Th	Th				
0021	Refuse Pickup - Areas 4, 5, 14		M, Th	Th	M, Th				
0022	Sign Maintenance - Area 18	Est 3 times Max	First Week Nov.			First Week Apr.		First Week Jul.	

Key Su, M, T, W, Th, F, Sa = Weekday abbreviations
A = As directed by COR

NOTE: The Line Items numbers reflect the base year of the contract and are to be used with the consecutive option years

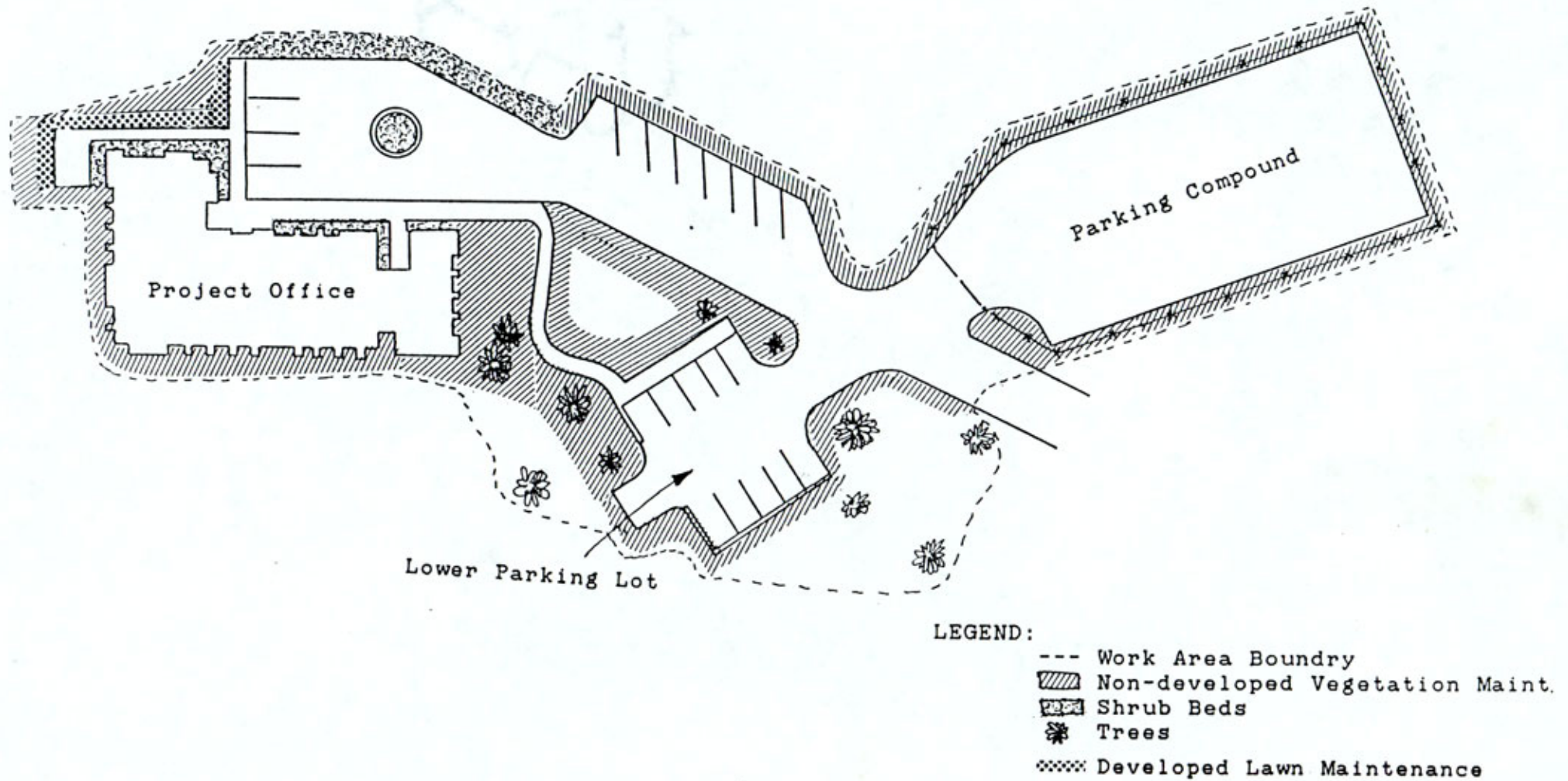
This page was intentionally left blank for duplex printing.

Estimated Area Inventories

AREA NO.	Area Name	Refuse		Litter Pick Up		Facility Cleaning							Developed Lawn Maintenance			Non-Developed Veg. Maint.			Hand Pulling Weeds		Fertilize		Fertilize	
		Trash Cans											Lawn Area			Area			Shrub, Flower, and Rock Bed					
		Reg.	Alum. Rec.	Sq. Ft.	Acres	Shelter	Other	Exhibit	Benches Sitting Rock	Picnic Table	Fire Ring	Drinking Fountain	Sq. Ft.	Acres	Curbs Walks	Sq. Ft.	Acres	Curbs Walks	Sq. Ft.	Acres	No. of Trees	Shrub Sq. Ft.	Lawn	
01	Entry Signs															4,356	0.10	Yes	5,100	0.12		140		
02	Project Office	1*								2			1,400	0.03	Yes	20,235	0.46	Yes	2,299	0.05		2,278	1,400	0.03
03	Road System			6.3 miles	65																			
04	Debris Disposal Area	3	1	110,476	2.54		1 Fishing Pier	1	4	2	3					18,840	0.43	Yes	18,000		NTE 12	NTE 20		
05	Upstream Boat Ramp	6	1	419,615	9.63	1	1 Boat Dock, & Fishing platform	1		4	4		980	0.02	Yes	145,859	3.35	Yes	243	0.01	41		980	0.02
06	Lower Spillway	6	1	61,917	1.42	3				5	2	1				27,917	0.64	Yes						
07	North Viewpoint	2	1	52,000	1.19	1		2	2	2						15,936	0.37	Yes	2,064	0.05				
08	South Viewpoint	2	1	44,500	1.02	1	1 Viewing Platform, 1 Play Equip.	2		2		1	1,000	0.02	Yes	14,500	0.26	Yes	450	0.01	2	675	1,000	0.02
09	Spillway Viewpoint	2	1	78,200	1.80			4	1	2			17,140	0.39	Yes	7,400	0.17	Yes	4,100	0.09	10	4,100	17,140	0.39
10	Western Whse & Resource Annex	2*	1*	144,475*	3.32*	1	Play Equip.			16			24,000	0.55	Yes	112,790	2.59	Yes	6,600	0.15	28		24,000	0.55
11	West Powerhouse & Tailrace	4	2	100,000	1.95	1				2			10,672	0.24	Yes	6,900	0.16	Yes	1,075	0.02			10,672	0.24
12	Security Sta & Empl. Parking			44,440	1.02								1,240	0.03	Yes	6,100	0.14	Yes	7,097	0.16	9	7,097	1,240	0.03
13	South Training Wall	5	1	57,600	1.32			2	3							9,400	0.22	Yes	3,900	0.09				
14	Orientation Area	2	1	110,000	2.53	1	1 Viewing Platform	7	6	2		1	37,100	0.85	Yes	15,000	0.34	Yes	5,363	0.12	15	760	37,100	0.85
15	Gravel Pit	2		1,112,425	25.5																			
16	Gauging Station															7,841	0.18							
17	Security Fence	4729 Sq. Ft. / 0.11 acres Dead Vegetation/Litter Removal Only.																						
18	Project signs	Approx. 150 signs on Project. Each sign post is counted as one sign even if multiple panels are installed.																						

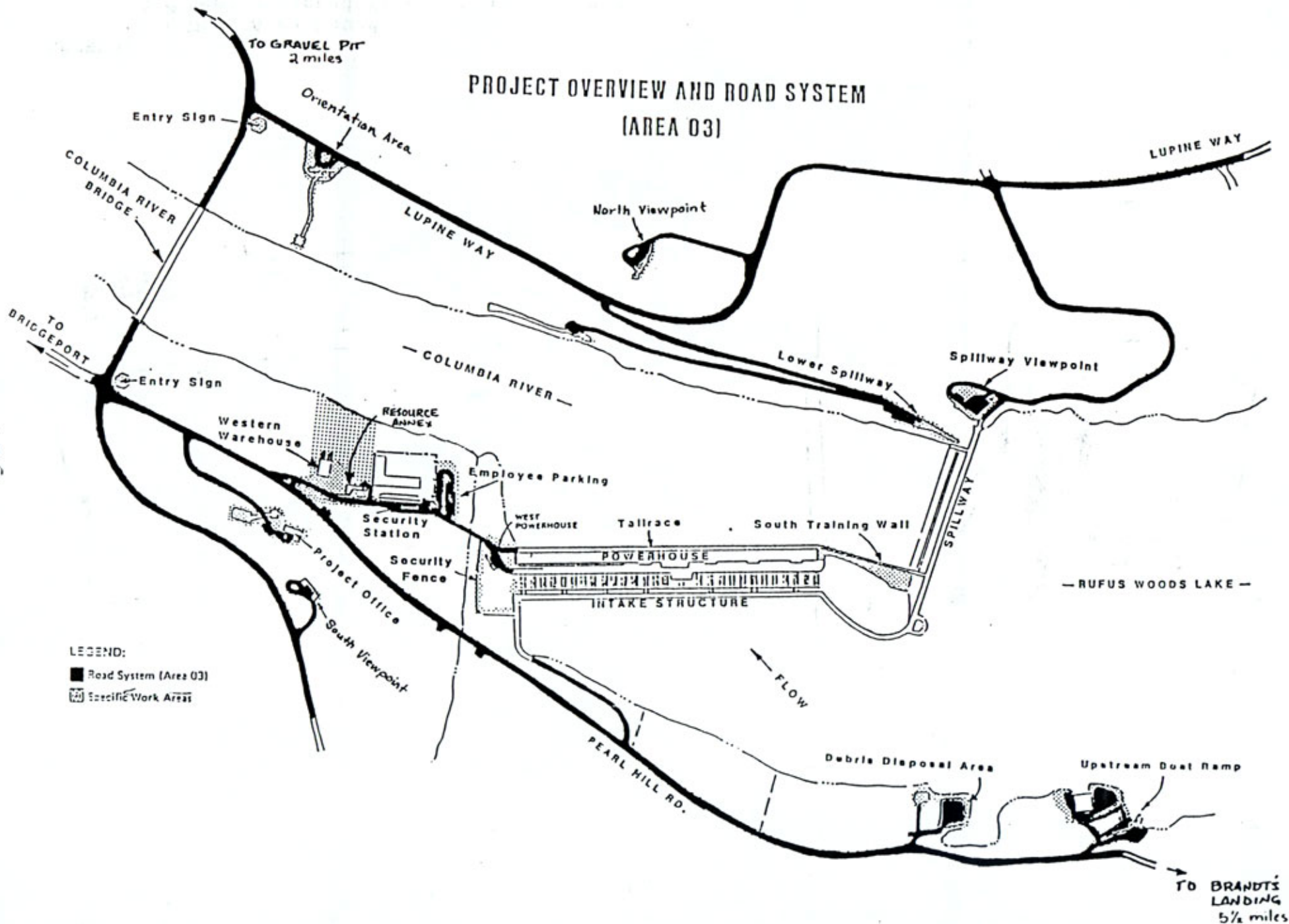
This page was intentionally left blank for duplex printing.

PROJECT OFFICE
AREA 02



This page was intentionally left blank for duplex printing.

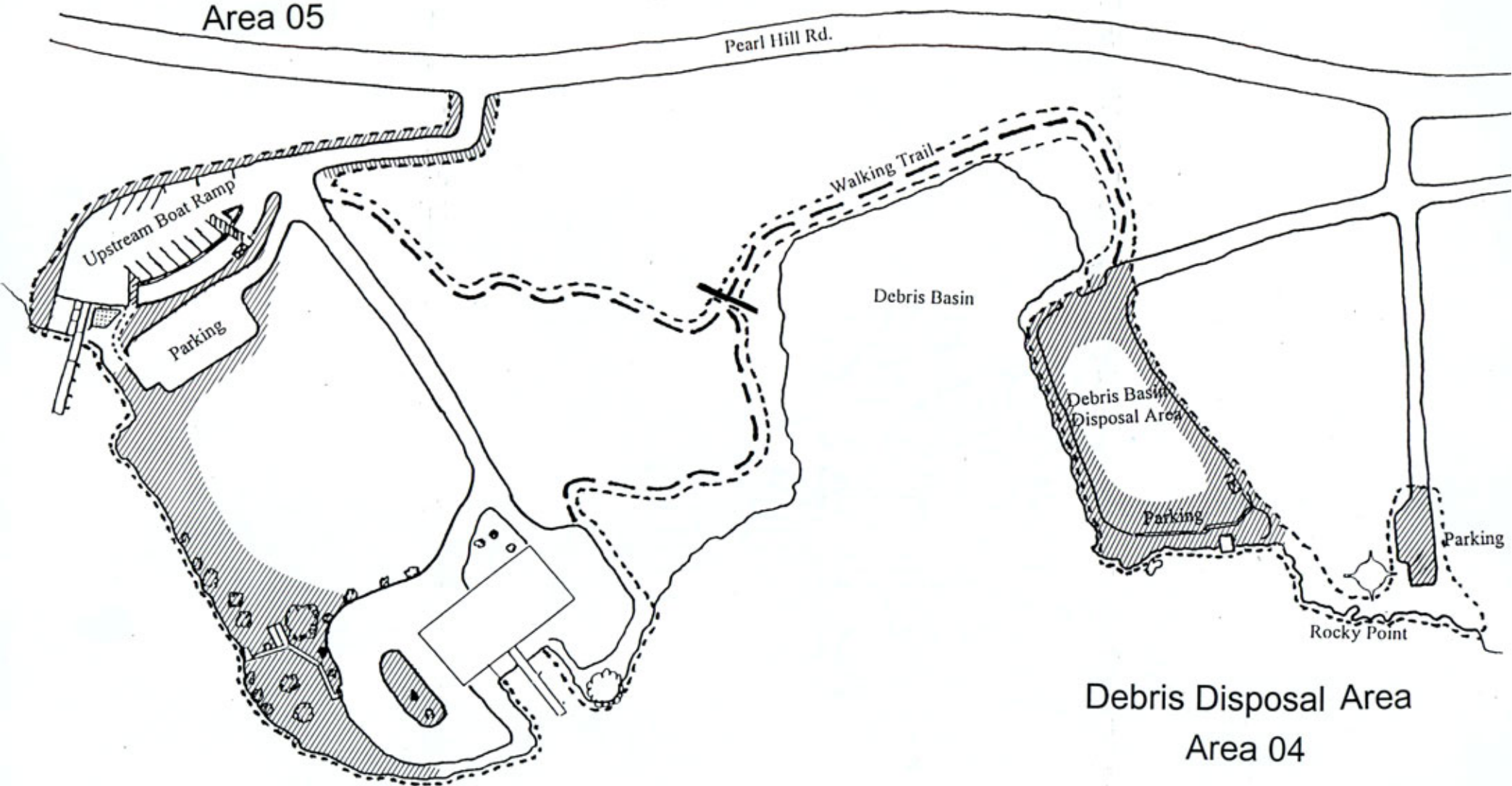
PROJECT OVERVIEW AND ROAD SYSTEM (AREA 03)



C-29

This page was intentionally left blank for duplex printing.

Upstream Boat Ramp Area Area 05

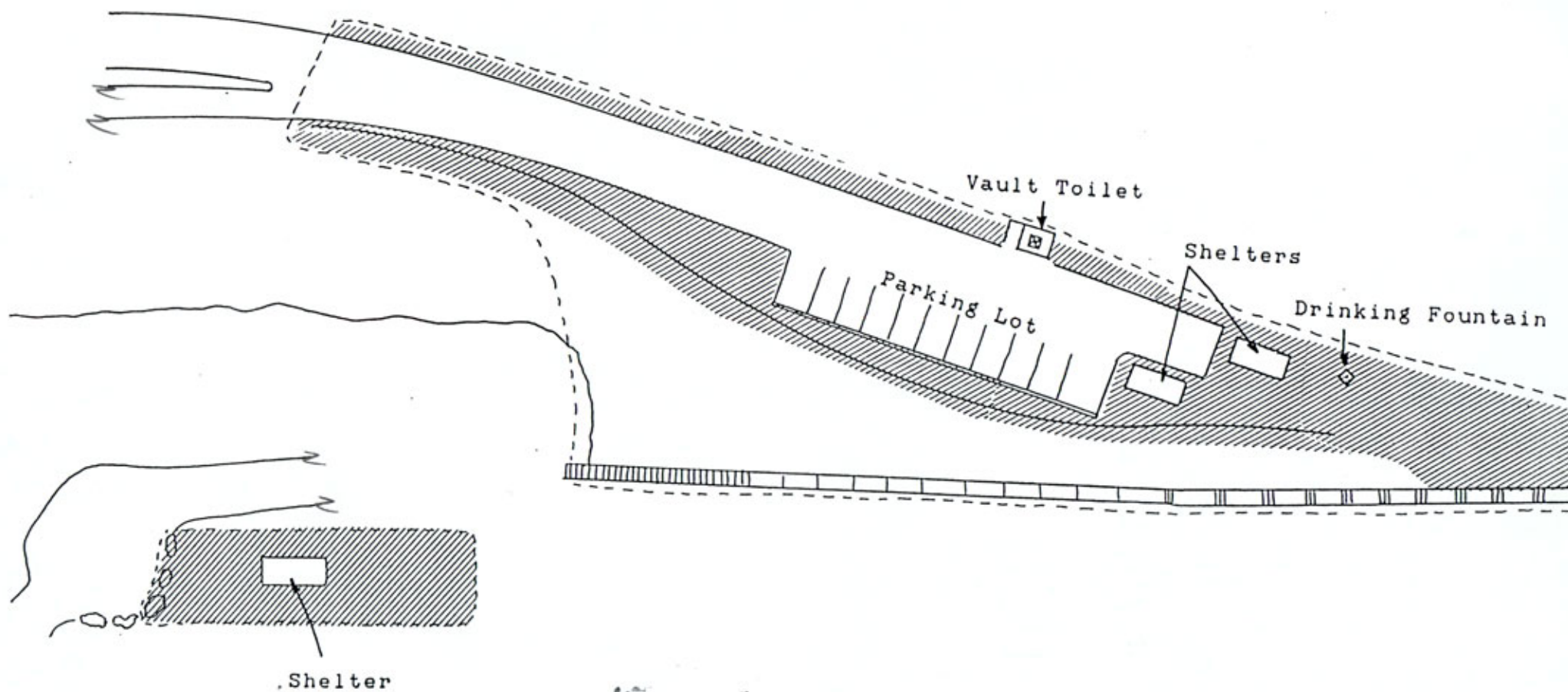


Debris Disposal Area Area 04

- Legend:
- Work Area Boundary
 - Developed Lawn Maintenance
 - Non-Developed Vegetation Maintenance

This page was intentionally left blank for duplex printing.

LOWER SPILLWAY AREA 06

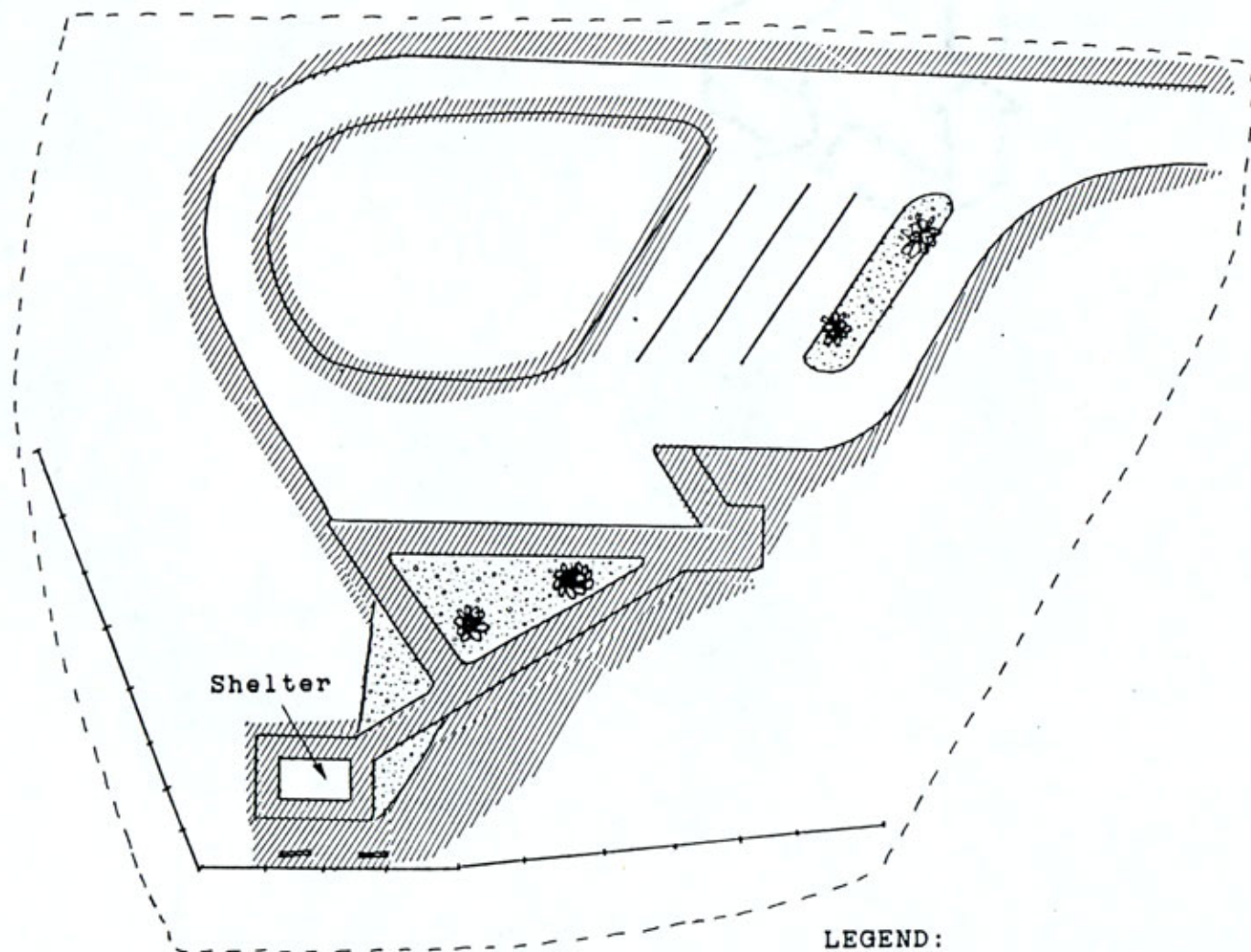


LEGEND:





- Work Area Boundry
- ▨ Non-Developed Vegetation Maintenance

This page was intentionally left blank for duplex printing.

NORTH VIEWPOINT AREA 07

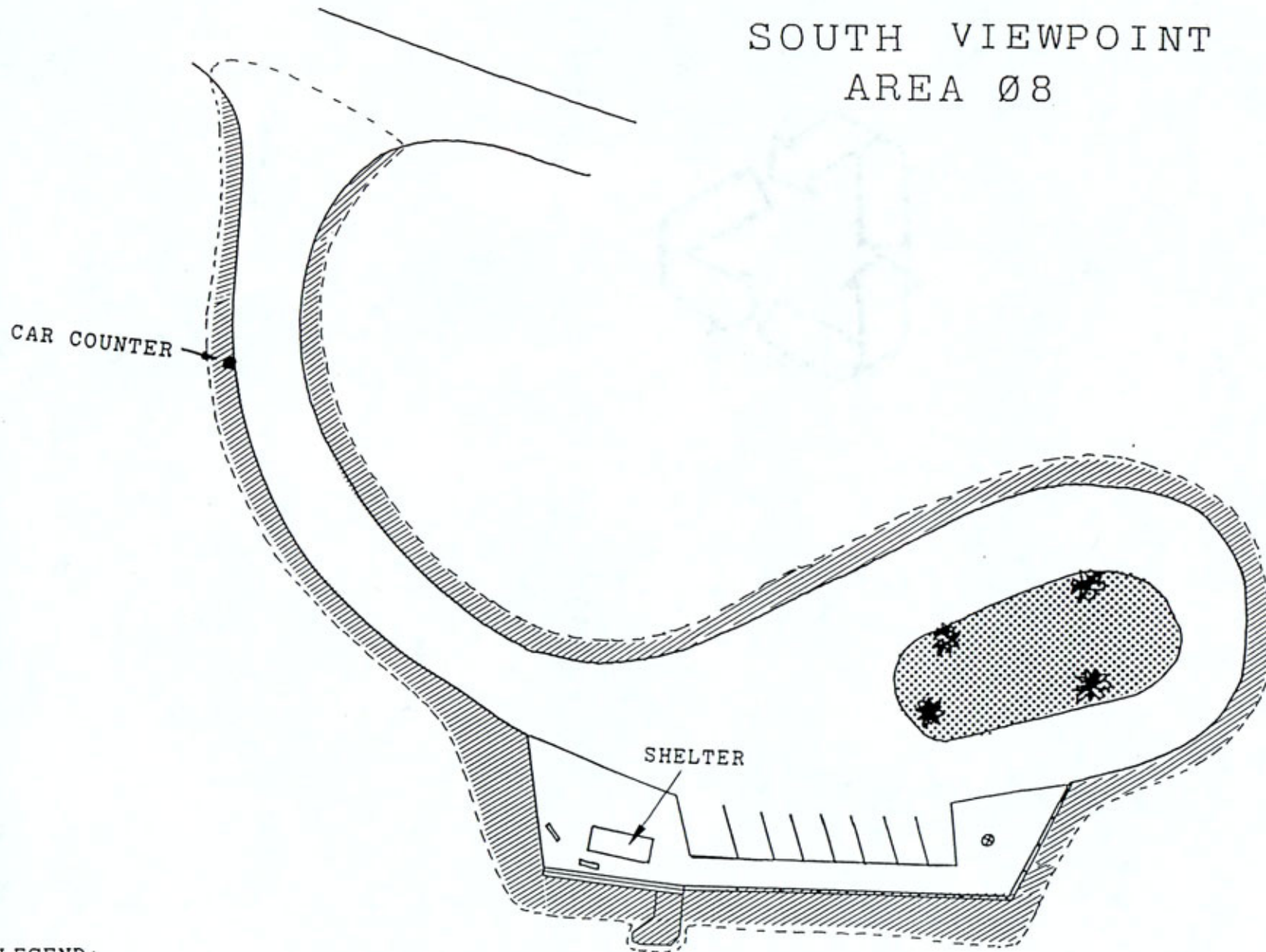


LEGEND:

- Work Area Boundry
-  Non-Developed Vegetation Maintenance
-  Exhibits/Displays
-  Rock Beds
-  Trees/Shrubs

This page was intentionally left blank for duplex printing.

SOUTH VIEWPOINT AREA 08

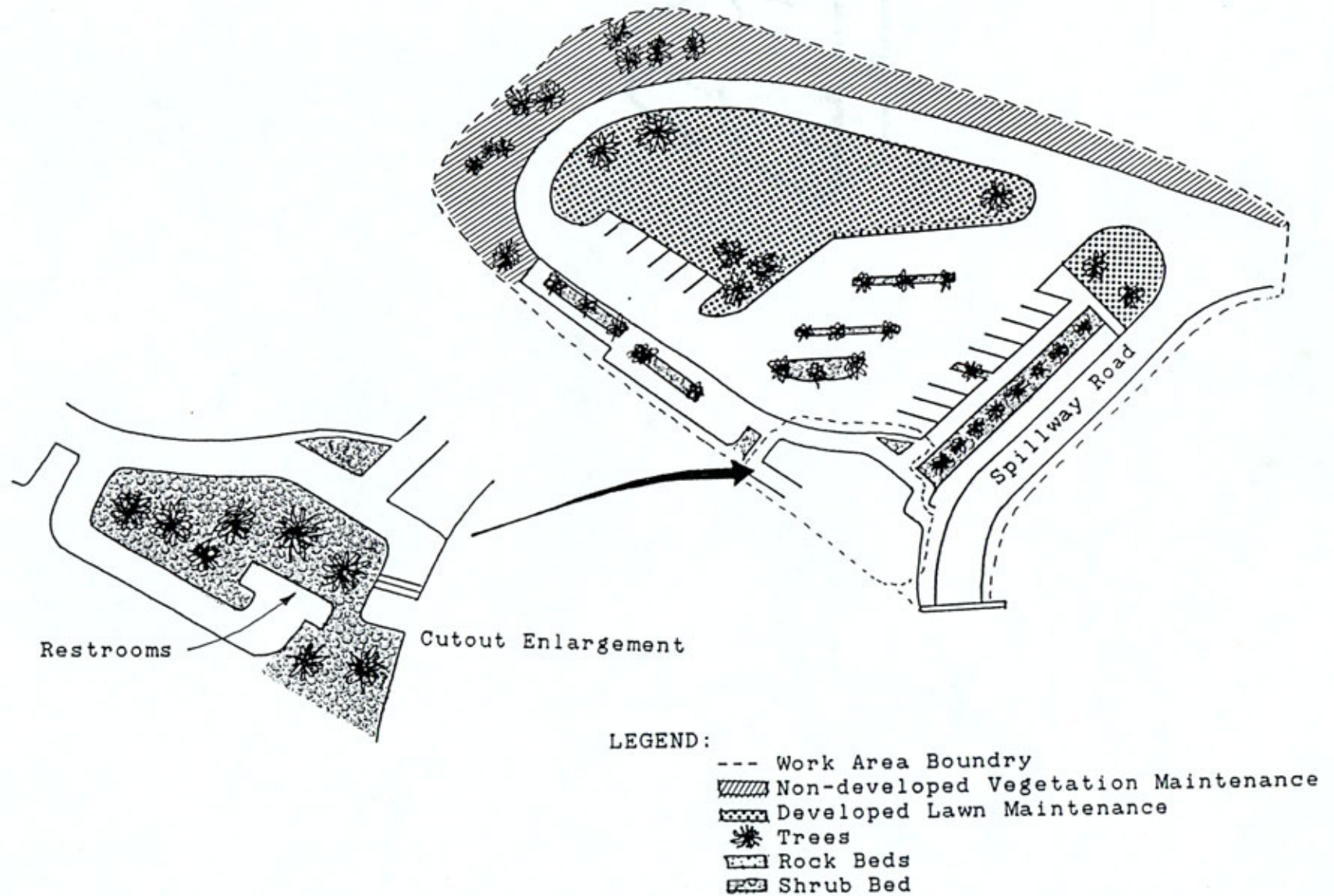


LEGEND:

- Work Area Boundry
- //// Non-developed Vegetation Maintenance
- xxxx Developed Lawn Maintenance
- * Trees
- ⊙ Drinking Fountain
- Displays

This page was intentionally left blank for duplex printing.

SPILLWAY VIEWPOINT AREA Ø9



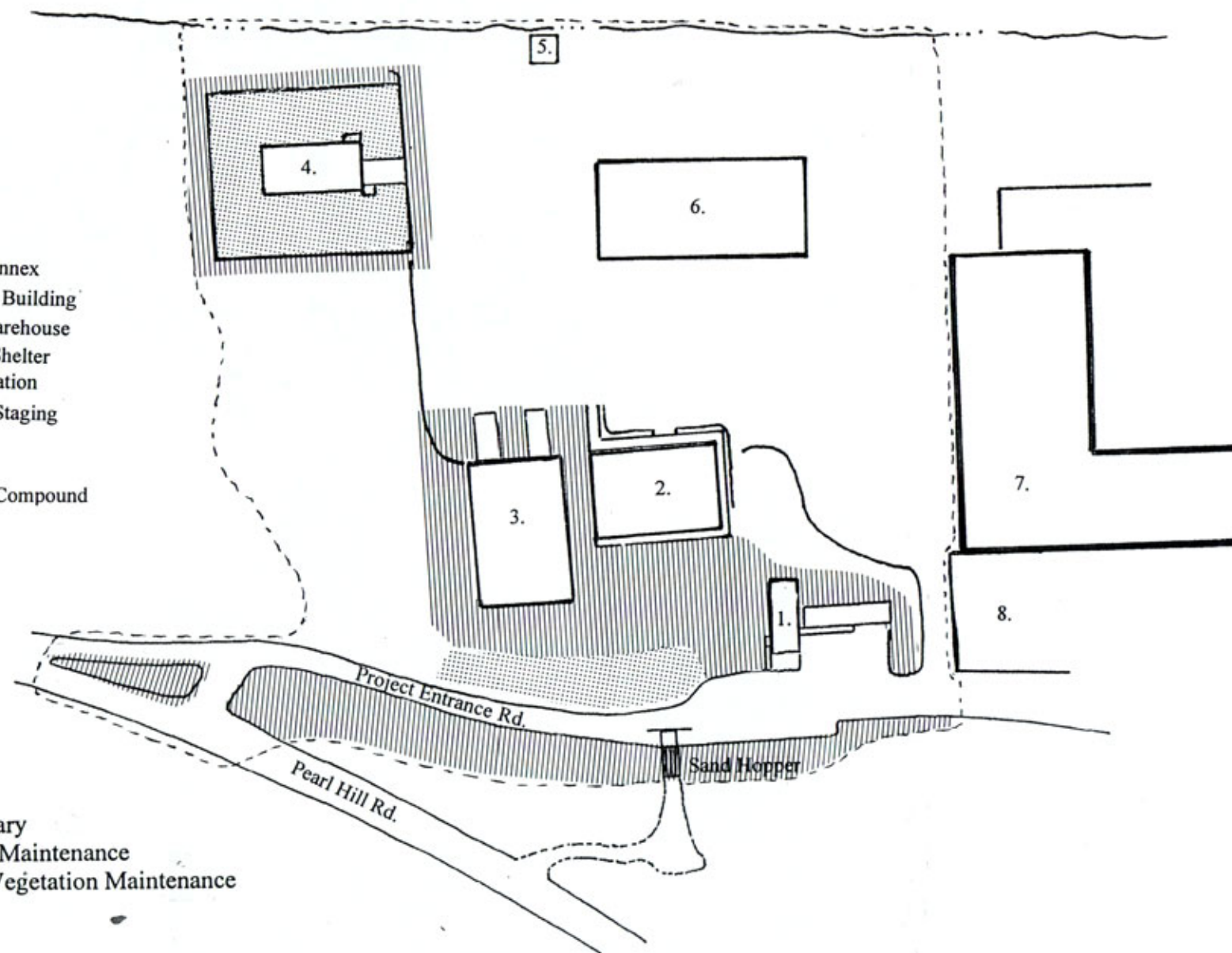
This page was intentionally left blank for duplex printing.

--- Columbia River ---

1. Resource Annex
2. Conference Building
3. Western Warehouse
4. Employee Shelter
5. Gauging Station
6. Contractor Staging Area
7. Warehouse
8. Warehouse Compound

Legend:

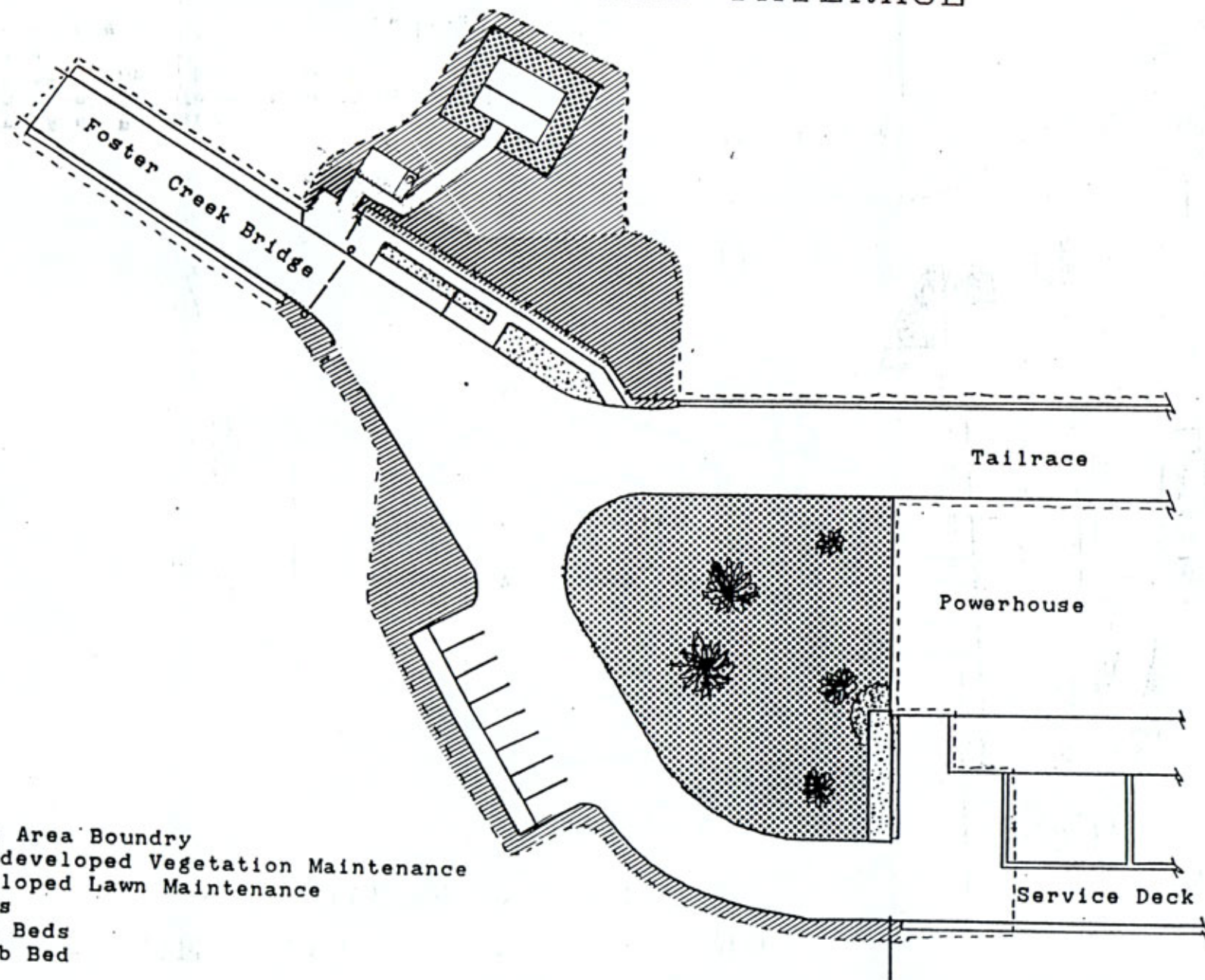
- Work Area Boundary
- Developed Lawn Maintenance
- Non-Developed Vegetation Maintenance



Western Warehouse and Resource Annex
Area 10.

This page was intentionally left blank for duplex printing.

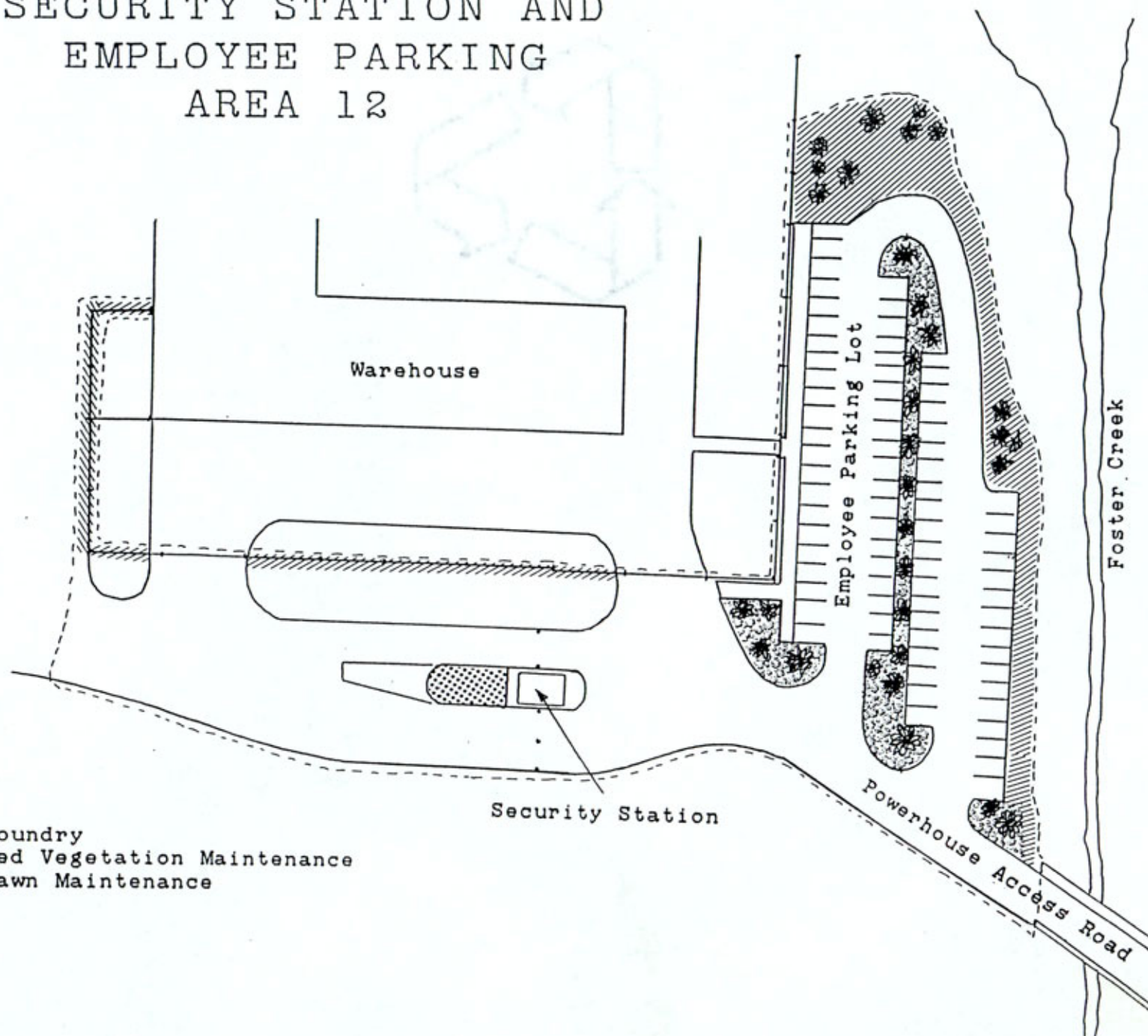
Area 11 WEST POWERHOUSE AND TAILRACE



C-37

This page was intentionally left blank for duplex printing.

SECURITY STATION AND EMPLOYEE PARKING AREA 12

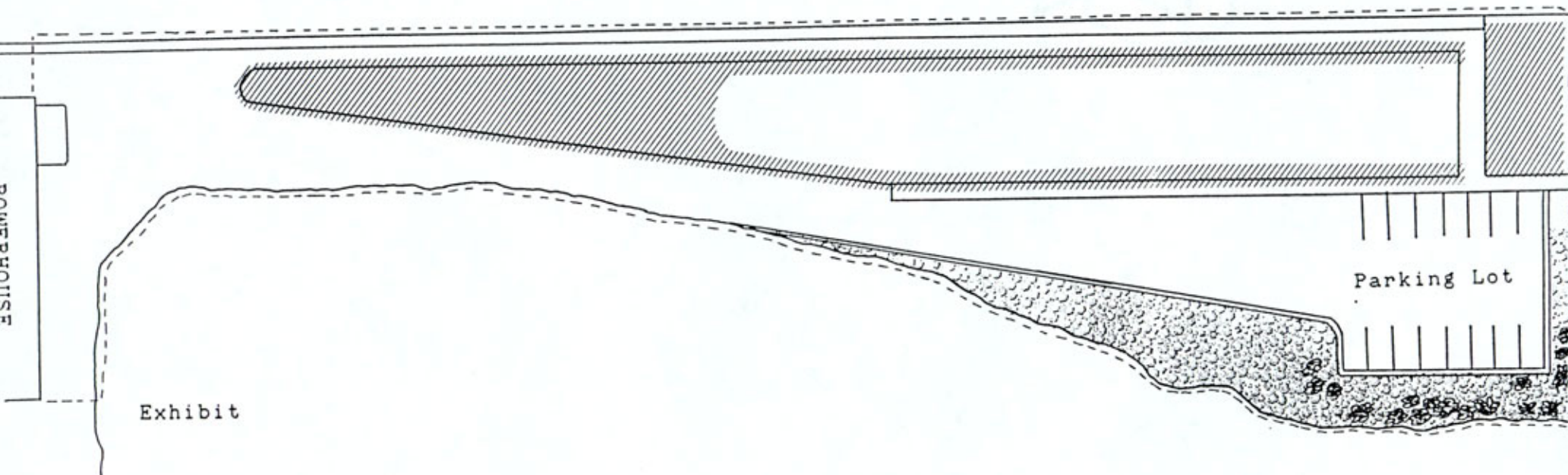


LEGEND:

- Work Area Boundry
- Non-developed Vegetation Maintenance
- Developed Lawn Maintenance
- Trees
- Shrub Beds

This page was intentionally left blank for duplex printing.

SOUTH TRAINING WALL AREA 13

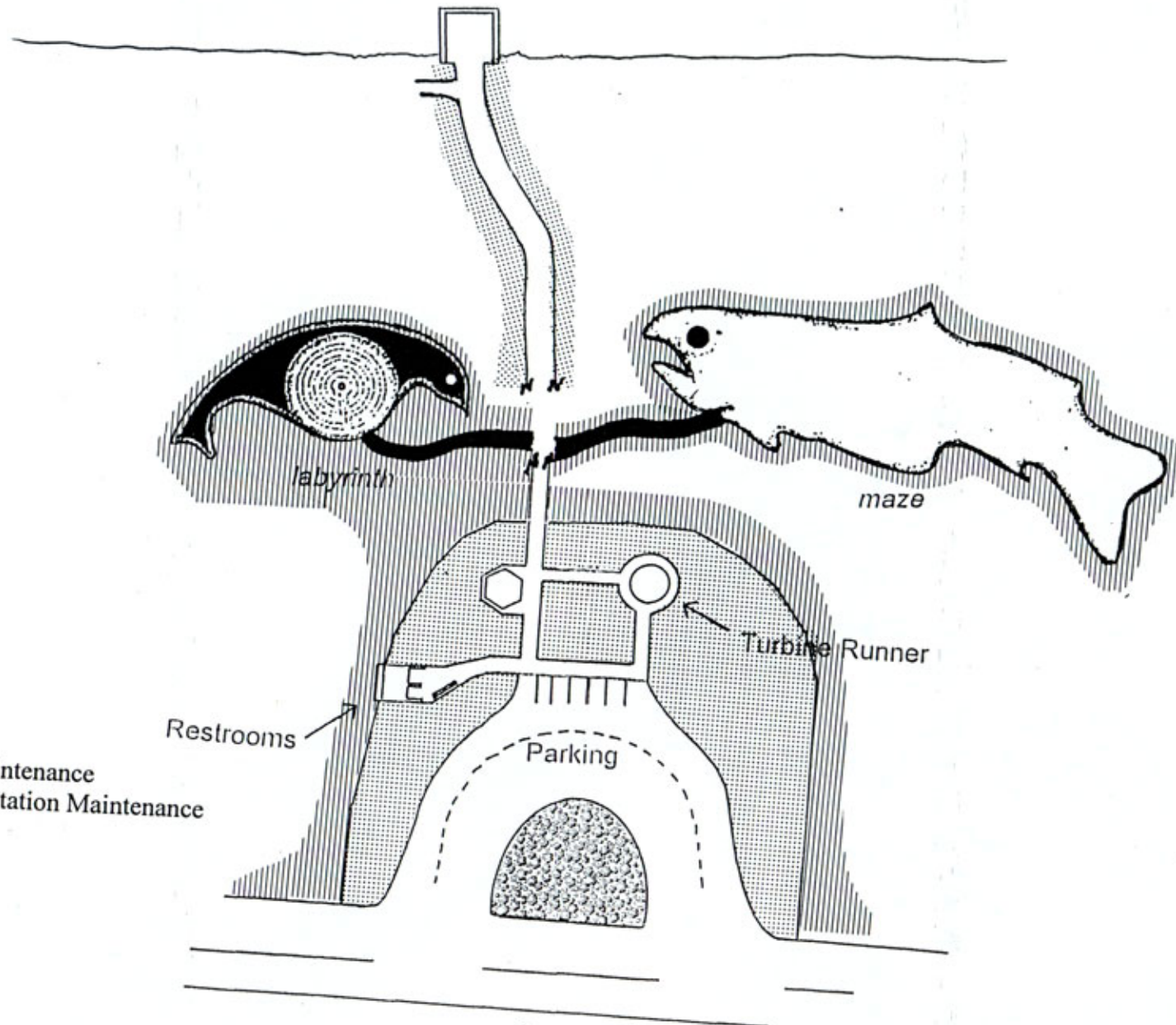


LEGEND:

- Work Area Boundry
- ▨ Non-developed Vegetation Maintenance
- ✿ Trees/Shrubs
- ▤ Shrub Beds

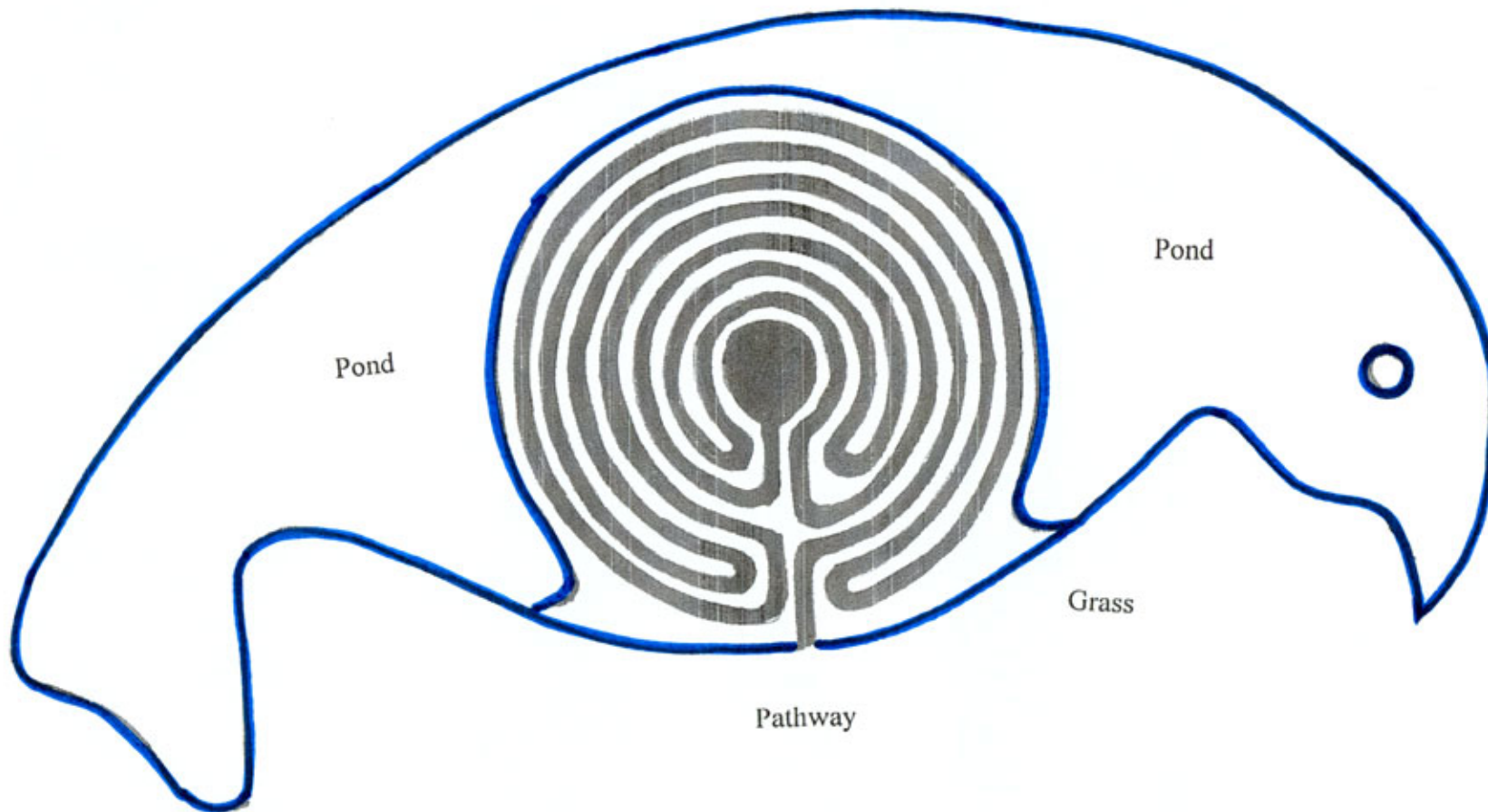
This page was intentionally left blank for duplex printing.

VISITOR ORIENTATION
AREA 14



This page was intentionally left blank for duplex printing.

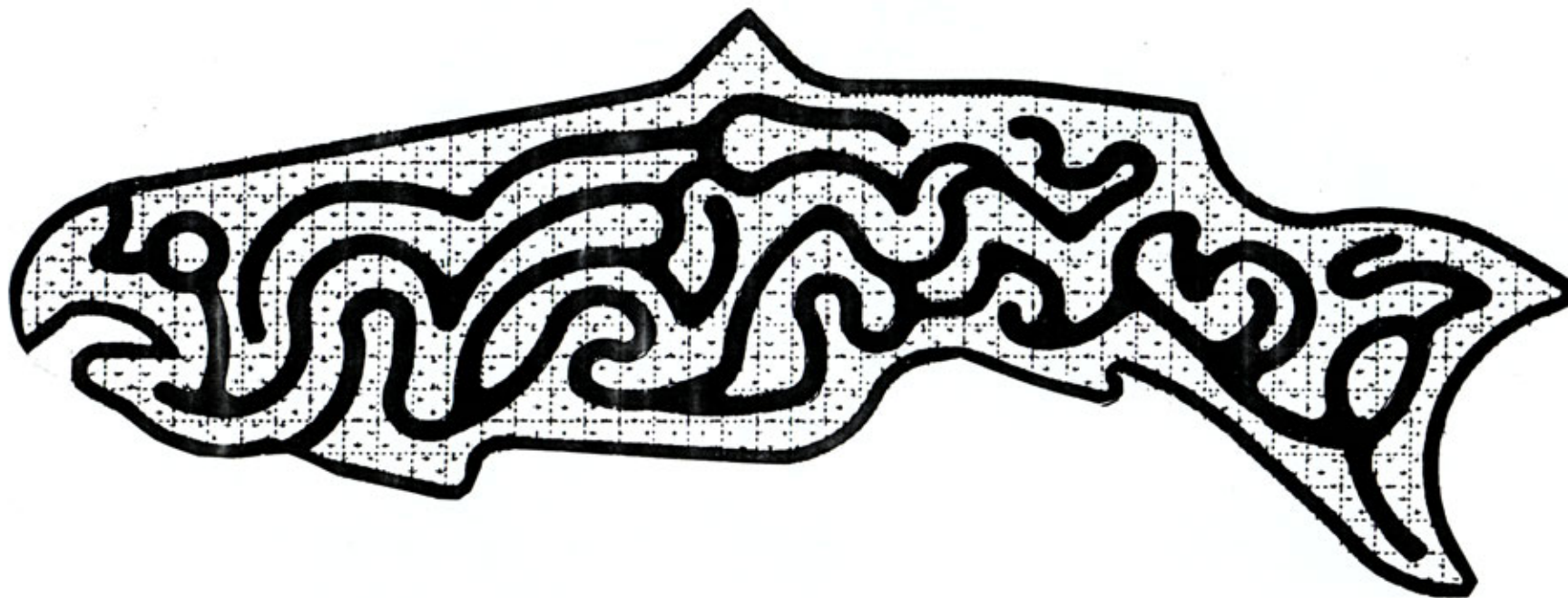
Orientation Area Labyrinth



Note: The solid black line depicts the pathway for the labyrinth. The pathway itself is 16 inches in width, and approximately 890 ft. in length. The grass that surrounds and separates the pathway is 18 inches wide, and is approximately 1500 sq. ft. in size.

This page was intentionally left blank for duplex printing.

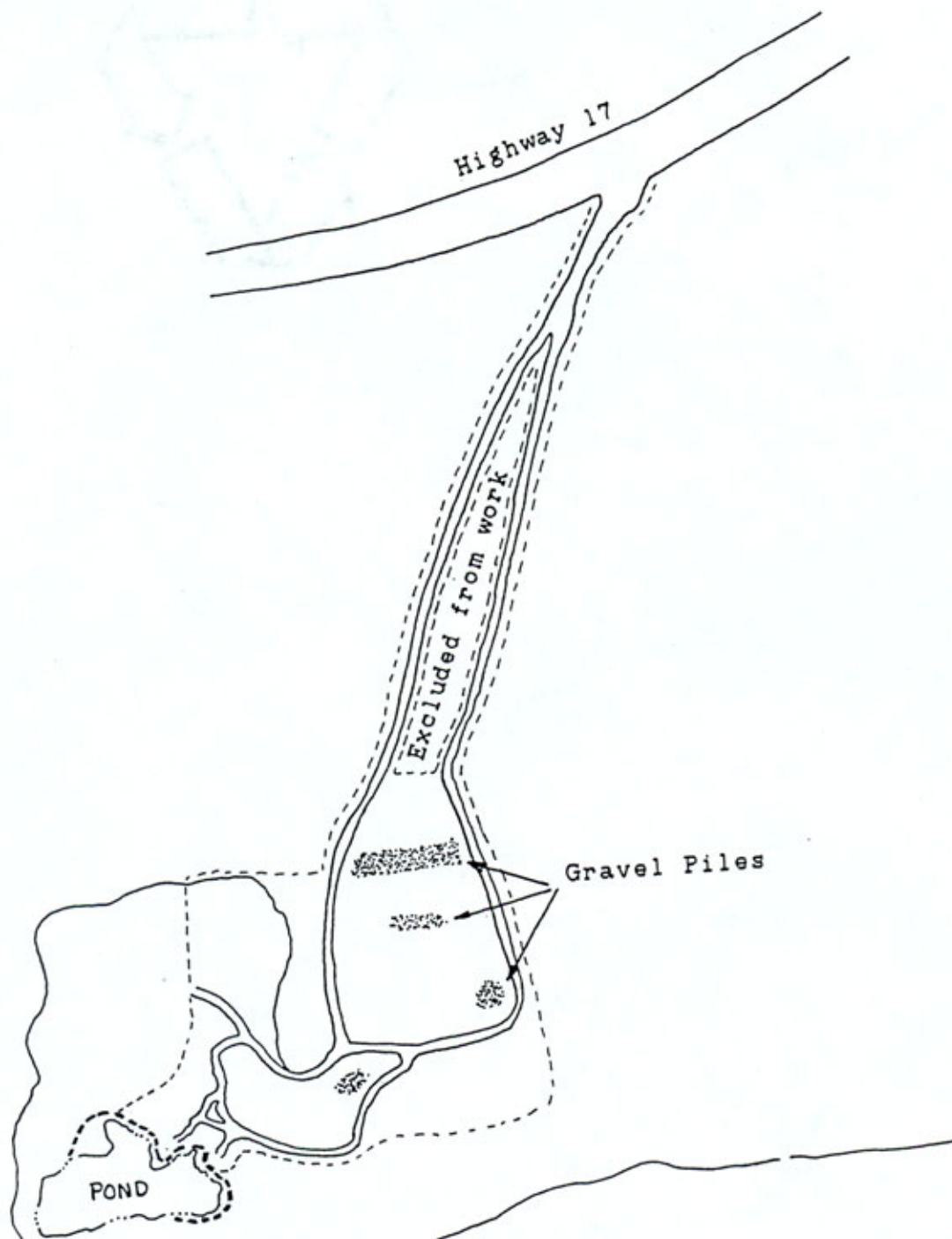
Orientation Area Maze



Note: The solid black line depicts the pathway and outside border of the Maze. The 3 foot wide gravel pathway is bordered by tall grass for separation.

This page was intentionally left blank for duplex printing.

GRAVEL PIT AREA 15

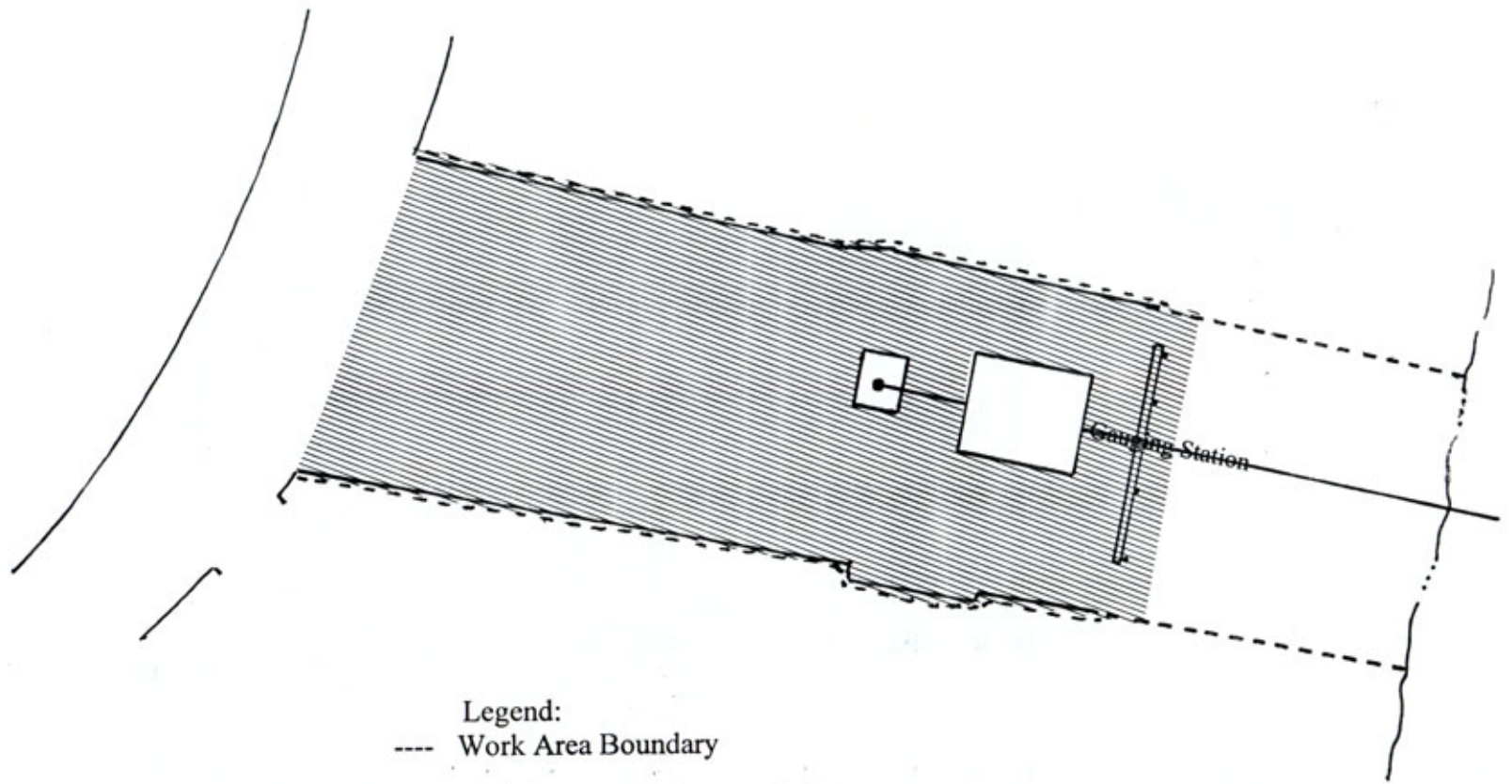


LEGEND:

- Work Area Boundry
(INCLUDES POND SUB-UNIT)
- Pond Sub-Unit

This page was intentionally left blank for duplex printing.

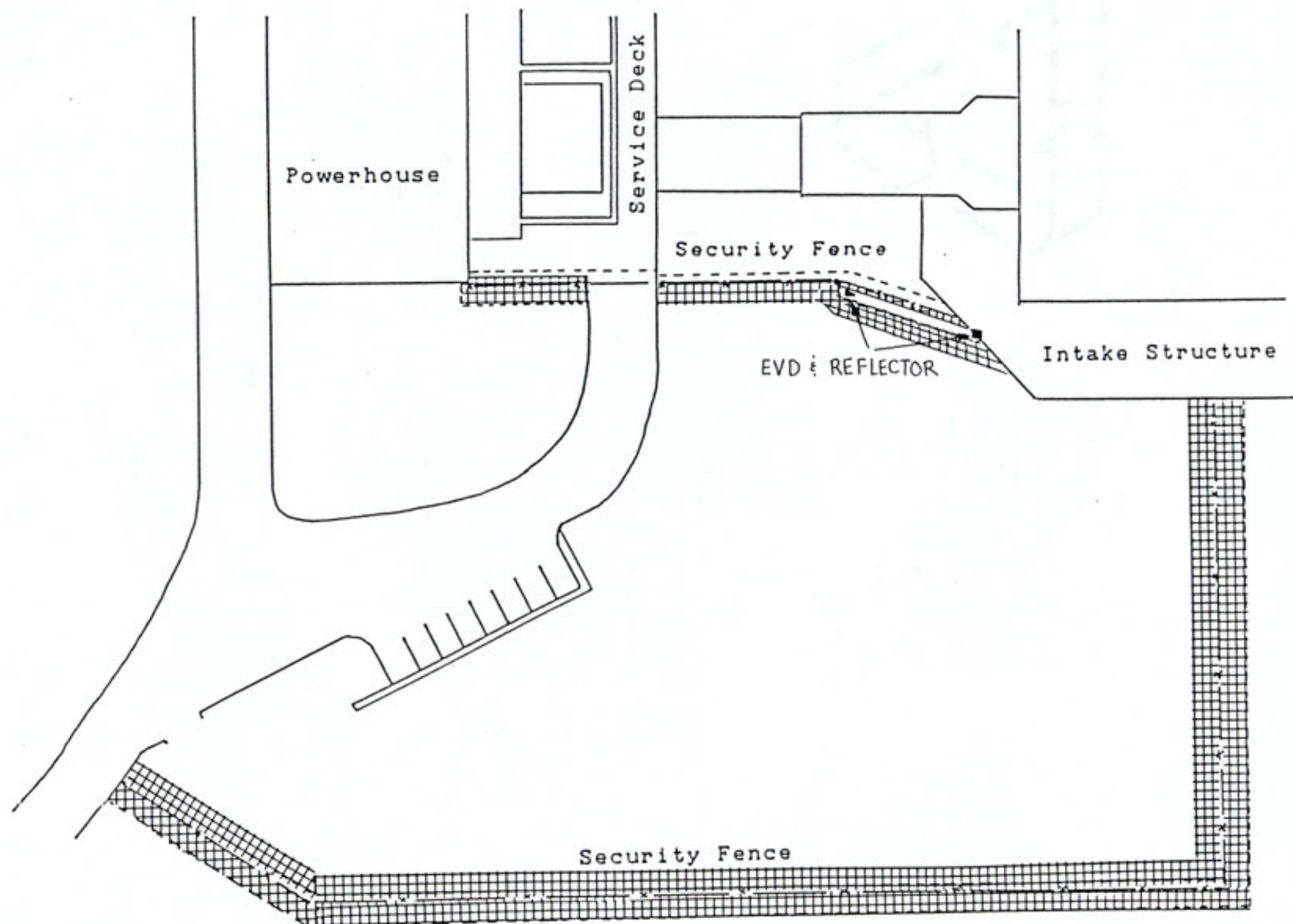
Gauging Station Area 16



Legend:
---- Work Area Boundary
///// Non-Developed Vegetation Maintenance

This page was intentionally left blank for duplex printing.

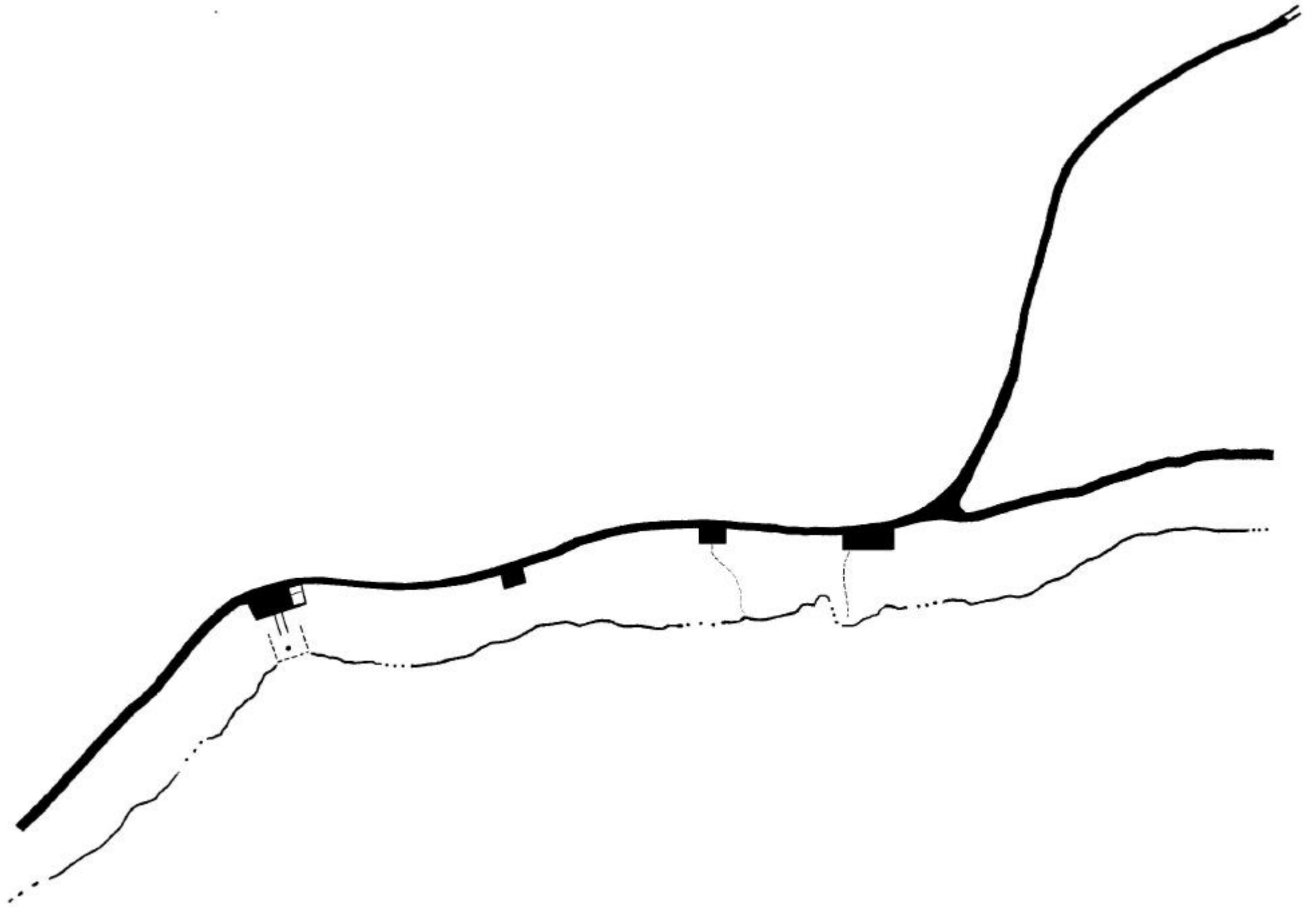
SECURITY FENCE AREA 17



LEGEND:

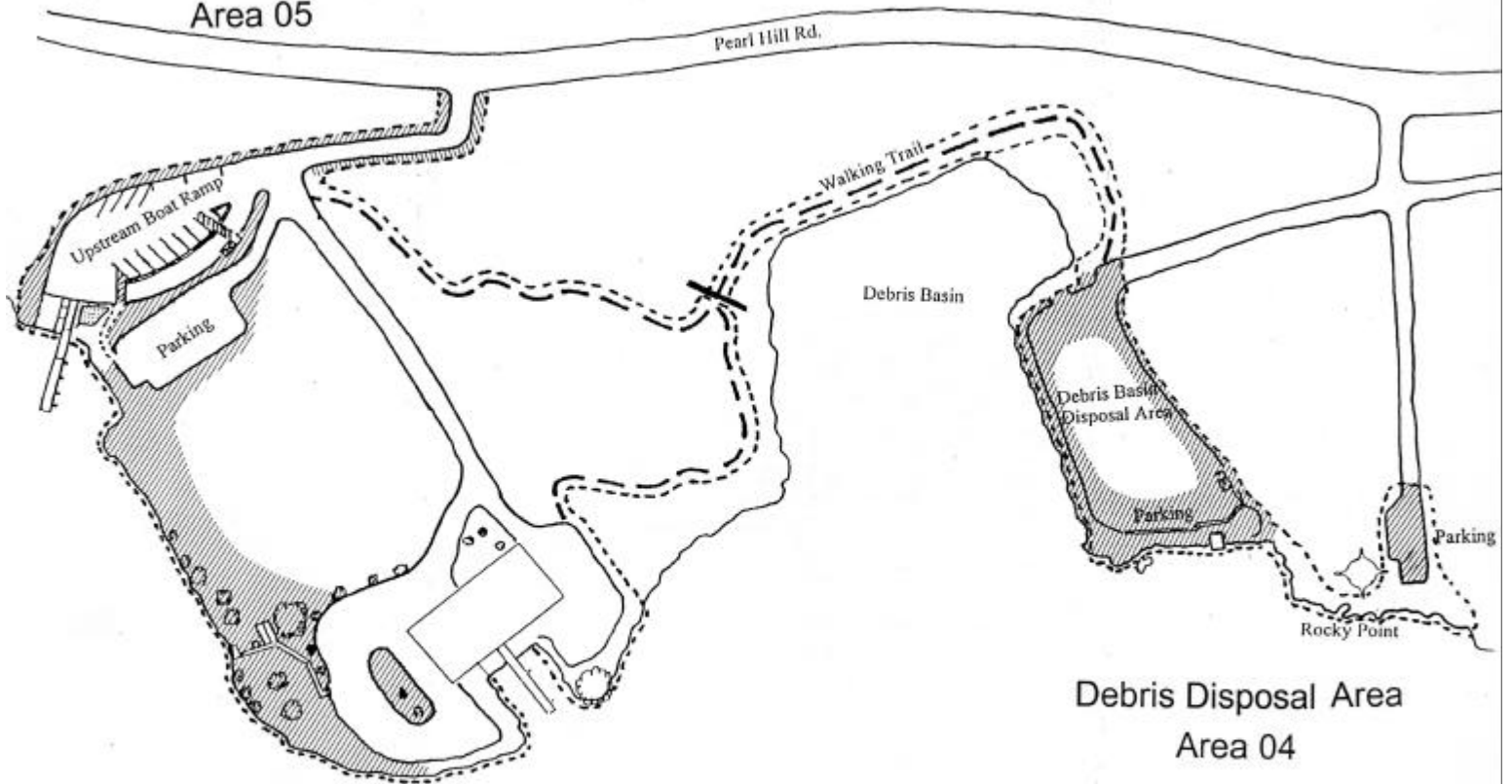
- Work Area Boundry
- Dead Vegetation Removal

This page was intentionally left blank for duplex printing.



This page was intentionally left blank for duplex printing.

Upstream Boat Ramp Area
Area 05

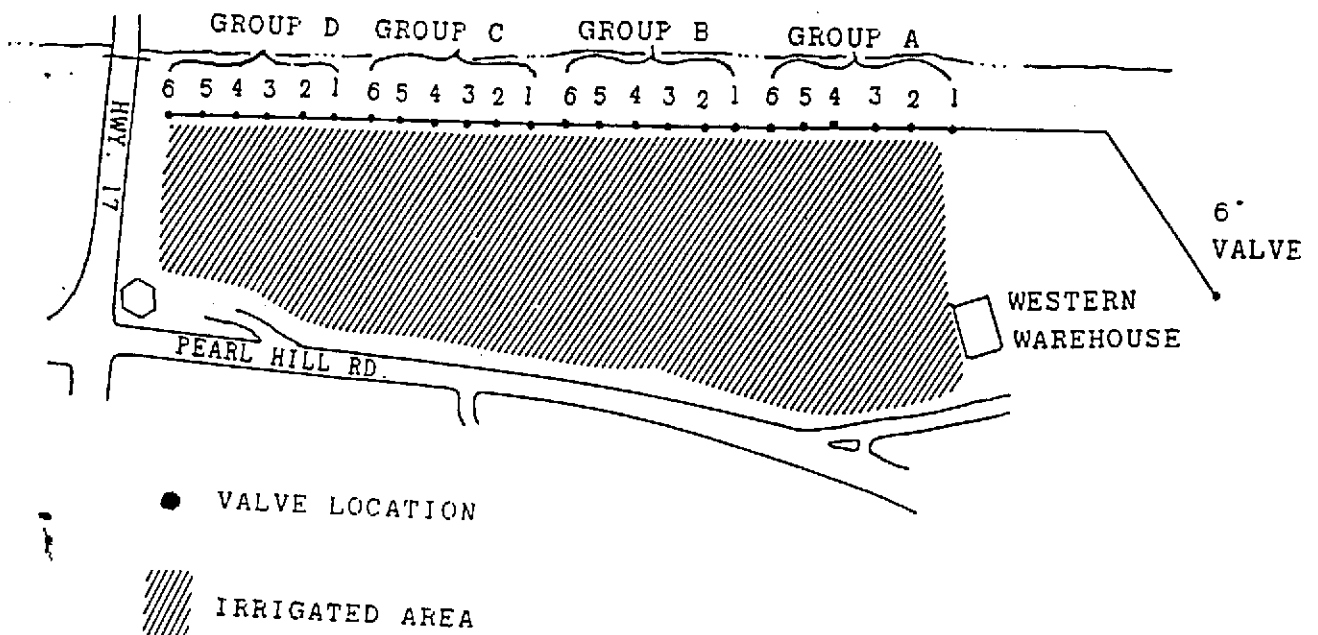


Legend:

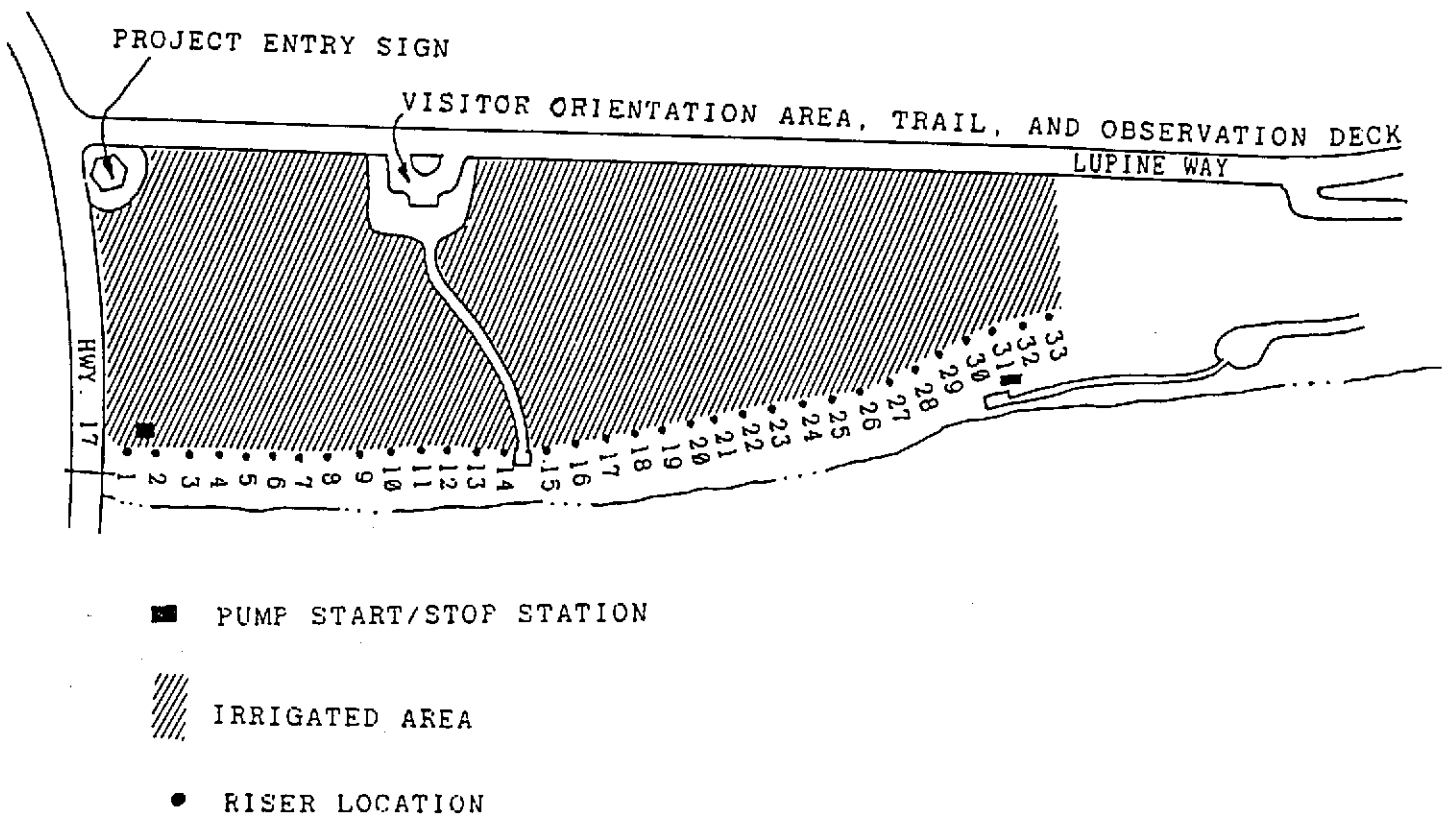
- Work Area Boundary
- ▨ Developed Lawn Maintenance
- ▩ Non-Developed Vegetation Maintenance

This page was intentionally left blank for duplex printing.

MAP ONE - LEFT TERRACE IRRIGATION



MAP TWO - RIGHT TERRACE IRRIGATION



This page was intentionally left blank for duplex printing.